

CITY OF NEWTON
PURCHASING DEPARTMENT

***CONTRACT FOR PUBLIC BUILDINGS
MAINTENANCE SERVICES***

PROJECT MANUAL:

**EXTERIOR MASONRY, POINTING, CAULKING
DAMPPROOFING, PATCHING AT WARD SCHOOL
*INVITATION FOR BID #12-97***

Pre-Bid Meeting: July 9, 2012 at 10:30 a.m.

Bid Opening Date: July 16, 2012 at 10:30 a.m.

JUNE 2012

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

July 11, 2012

ADDENDUM #2

INVITATION FOR BID #12-97

WARD SCHOOL EXTERIOR MASONRY & RELATED REPAIRS

THIS ADDENDUM IS TO: **Revised Answers to the Questions on Addendum #1:**

Q1. Have the Boiler Room steel window sash and frame been checked for lead paint, or caulking that may contain lead?

A1. It should be assumed that this sash and frame contain lead, as well as the caulking and should be handled as if it does contain lead.

Q2. What should be done with plant growth adjacent to the building; it obstructs access to the exterior walls of the building.

A2. For bidding purposes, assume that all plant materials next to the exterior walls may be trimmed by the G.C. down to the minimum required to expose all affected wall surfaces in the scope of work.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Purchasing Department

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

July 11, 2012

ADDENDUM #1

INVITATION FOR BID #12-97

WARD SCHOOL EXTERIOR MASONRY & RELATED REPAIRS

THIS ADDENDUM IS TO: **Answer the following Questions:**

Q1. Have the Boiler Room steel window sash and frame been checked for lead paint, or caulking that may contain lead?

A1. No, this particular window has not been checked for hazardous materials. The City of Newton will separately contract to test the window unit for lead-containing materials.

Q2. What should be done with plant growth adjacent to the building; it obstructs access to the exterior walls of the building.

A2. The City will check for any plant materials that need to remain. For bidding purposes, assume that all plant materials next to the exterior walls may be removed by the G.C. down to grade to expose all affected wall surfaces in the scope of work, at the beginning of the project.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Purchasing Department

**CITY OF NEWTON
SPECIFICATION TABLE OF CONTENTS
EXTERIOR MASONRY, POINTING, CAULKING,
DAMPPROOFING, PATCHING AND RELATED REPAIRS
AT WARD SCHOOL**

Cover Page	1
Table of Contents	1

Part 1 - Bidding Documents, Contract Forms, and Conditions of the Contract

1.	- Invitation for Bid	1
2.	- Instructions to Bidders	3
3.	- Bid Form	2
4.	- Bidder's Qualifications and References Form	2
5.	- Certificate of Non Collusion	1
	<ul style="list-style-type: none"> ▪ DCAM Certificate of Eligibility, Form CQ 7 (Supplied by Bidder) ▪ DCAM Update Statement, Form CQ-3, (Supplied by Bidder) 	
6.	- Contract Forms	
	<ul style="list-style-type: none"> ▪ City - Contractor Contract ▪ Certificate of Authority - Corporate ▪ Attestation/Certification ▪ Performance Bond ▪ Payment Bond 	 3 1 1 1 1
7.	- General Conditions of the Contract	5
8.	- Supplemental Conditions	6
9.	- Special Conditions	6
10.	- MWBE/AA Requirements	
	<ul style="list-style-type: none"> ▪ Minority/Women Business Enterprise Plan, December 1999 ▪ Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program 	 4 8
11.	- Wage Rate Requirements	1
	<ul style="list-style-type: none"> ▪ Department of Labor Minimum Wage Rates ▪ Notice to Awarding Authorities ▪ Statement of Compliance ▪ Weekly Payroll Report Form 	 63 1 1 1
12.	- Work Specifications	51

END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID

The City of Newton invites sealed bids from Contractors for:

**EXTERIOR MASONRY, POINTING, CAULKING,
DAMPPROOFING, PATCHING AT WARD SCHOOL**

Pre-Bid Meeting: **10:30 a.m., July 9, 2012, 10 Dolphin Road, Front Entrance**

Bids will be received until: **10:30 a.m., July 16, 2012**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Specifications will be available online at www.newtonma.gov/bids, or pick up at the Purchasing Department, after **10:00 a.m. on June 28, 2012**. There is no charge for documents.

All Bids must be accompanied by a copy of a "Certificate of Eligibility" (DCAM Form CQ-7) issued by the Division of Capital Asset Management (DCAM) and a "Contractor Update Statement" (DCAM Form CQ-3).). **The category of work for which the Bidder must be certified is: Masonry.**

The term of the awarded contract shall extend for 90 days **from the day of contract execution.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 149, Section 44 A-J. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Performance and Labor and Materials Payment Bond each in the amount of 100%** of the contract total.

All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maryann LaRosee
Purchasing Department

June 28, 2012

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Tuesday, July 10, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-97**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated is applicable to all contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.

- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND INVITATION NUMBER
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 All bids shall be submitted with one ORIGINAL and one COPY.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #12-97**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**EXTERIOR MASONRY, POINTING, CAULKING,
DAMPPROOFING, PATCHING AND RELATED REPAIRS
AT WARD SCHOOL**

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is:

_____ DOLLARS (\$_____)

For Alternate No. 1 Add \$ _____; Subtract \$ _____

For Alternate No. 2 Add \$ _____; Subtract \$ _____

For Alternate No. 3 Add \$ _____; Subtract \$ _____

COMPANY: _____

- D.. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the low responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ DCAM (CQ7 and CQ3)
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications & Reference Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ 5% Bid Bond

- F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- _____

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

EXTERIOR MASONRY, POINTING, CAULKING, DAMPPROOFING, PATCHING AND RELATED REPAIRS AT WARD SCHOOL

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #12-97 issued by the Purchasing Department;
- c. The Project Manual for Exterior Masonry, Pointing, Caulking, Damp proofing, Patching and Related Repairs at Ward School including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of the awarded contract shall extend for 90 days from the day of contract execution.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds are available in the following
accounts:

31NB2913-5825

31OC913-52407

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Commissioner of Public Buildings

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
(Signature of Clerk or Secretary)* SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of _____ dollars (\$ _____) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of _____, 20____, for the construction of _____, in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20_____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(TITLE)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 20____, for the construction of _____, in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT)

(SEAL)

(TITLE)

ATTEST: _____

ATTEST: _____

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

GENERAL CONDITIONS
OF THE CONTRACT
FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.

4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.
- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.
- 10.0 NOTICE
- Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.
- 11.0 PROTECTION OF PROPERTY
- The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.
- 12.0 INSURANCE REQUIREMENTS
- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation:	Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.
------------------------	---

PUBLIC LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

13.0 CONFLICT OF INTEREST

No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or

death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

**PUBLIC BUILDING MAINTENANCE CONTRACT
SUPPLEMENTAL CONDITIONS
COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON**

Article 1 - Method of Paying Subcontractors (MGL. C.30, s.39F)	26
Article 2 - Method of Paying General Contractors (MGL. C.30, s.39K)	27
Article 3 - Claims for Unforeseen Conditions (MGL. C.30, s.39N)	28
Article 4 - Claims for Delay (MGL. C.30, s.39O)	28
Article 5 - Decisions and Approvals by Engineer or Architect (MGL. C.30, s.39P)	29
Article 6 - Preference in Employment, Wages (MGL. C.149, s.26)	29
Article 7 - Hours of Work (MGL. C.149, s.34)	29
Article 8 - Work by Foreign Corporations (MGL. C.30, s.39L)	30

SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the

amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the

amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to

such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SUPPLEMENTAL CONDITIONS

BUILDING MAINTENANCE SERVICE CONTRACT

SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract for Non-Technical Services. In the event of conflict or discrepancy between the General Conditions and these Special Conditions, the provisions of the Special Conditions shall govern.

1.0 SUMMARY OF WORK

- A. The Work under the Contract consists of:
 - 1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
 - 2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.
- B. In addition, the work under the Contract includes:
 - 1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
 - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
 - 3. Providing and restoring, where appropriate, all temporary facilities.
- C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

2.0 PROJECT SITE

- A. The areas of work for this contract shall be various buildings within the City of Newton as specified on Work Orders to be issued from time to time during the term of this Contract.
- B. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

- A. From time to time during the term of this Contract, the Contractor shall be issued notice to proceed in the form of a written Work Order issued by the Public Building Department listing specific work items to be performed in accordance with this Contract. The Contractor shall commence performance of the work within the time specified in the Work Order, and in no event within less than the time limits stated in the Work Specifications contained in the Project Manual.
- B. In the event the contractor fails to commence performance within the specified time, and/or notifies the City of its inability to do so, the City shall call upon the second Contractor awarded pursuant to this bid (if any) to perform the required work.
- C. In the event the second Contractor awarded pursuant to this bid is unable to commence performance within the required time, or if there is no second Contractor, the City reserves the right to contract for the work on the open market at the then prevailing rate and to deduct from any monies due or that may thereafter become due to the contractor the difference between the price stated for the work in the contract and the actual cost thereof to the City.

- D. In the event of Contractor's repeated failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

4.0 PAYMENT

- A. Upon completion of the work specified in the Work Order, the Contractor may submit an invoice to the Public Building Department for the work performed. The Contractor will be paid only upon accepted completion of the work authorized. It shall be Contractor's responsibility to notify the Public Building Department upon completion of the work and to insure the work is promptly inspected by a Building Department representative.

5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.
- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.

7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. The work shall be conducted between the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays except as specifically requested and authorized by the City.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

10.0 GENERAL DIRECTIONS

A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each days work and disposed of in accordance with all Federal, State and local regulations.

- F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS (IF APPLICABLE)

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
- E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitutuin is more costly, the Contracotr shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract.
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects

1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
- (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
- (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
- (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
- (e) Period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	06/01/2012	\$28.48	\$10.40	\$5.95	0.00	\$44.83

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 1 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 2 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 3 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio: 1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)
BRICKLAYERS LOCAL 3 (NEWTON) 03/01/2012 \$46.56 \$10.18 \$17.25 0.00 \$73.99

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 4 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 5 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
CARPENTER	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44
CARPENTERS - ZONE 2 (Eastern Massachusetts)						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 6 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	02/01/2012	\$45.56	\$9.93	\$16.51	0.00	\$72.00
---	------------	---------	--------	---------	------	---------

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 7 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 **City/Town:** NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
	06/01/2012	\$40.84	\$10.00	\$12.65	0.00	\$63.49
	12/01/2012	\$41.46	\$10.00	\$12.65	0.00	\$64.11
	06/01/2013	\$42.24	\$10.00	\$12.65	0.00	\$64.89
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2013	\$43.02	\$10.00	\$12.65	0.00	\$65.67
	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 8 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 9 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 **City/Town:** NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 10 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
ELECTRICIANS LOCAL 103	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 11 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 12 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19
ELEVATOR CONSTRUCTORS LOCAL 4						

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
ELEVATOR CONSTRUCTORS LOCAL 4						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 13 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 14 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONING ELECTRICIANS LOCAL 103</i>	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
	06/01/2012	\$33.45	\$10.00	\$12.65	0.00	\$56.10
	12/01/2012	\$33.98	\$10.00	\$12.65	0.00	\$56.63
	06/01/2013	\$34.63	\$10.00	\$12.65	0.00	\$57.28
	12/01/2013	\$35.29	\$10.00	\$12.65	0.00	\$57.94

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 15 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER LABORERS - ZONE 1	06/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 16 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 17 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 18 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 19 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - HOIST/PORT. ENG. - Local 4

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	60	\$23.90	\$10.00	12.65	\$0.00	\$46.55
3	65	\$25.90	\$10.00	12.65	\$0.00	\$48.55
4	70	\$27.89	\$10.00	12.65	\$0.00	\$50.54
5	75	\$29.88	\$10.00	12.65	\$0.00	\$52.53
6	80	\$31.87	\$10.00	12.65	\$0.00	\$54.52
7	85	\$33.86	\$10.00	12.65	\$0.00	\$56.51
8	90	\$35.86	\$10.00	12.65	\$0.00	\$58.51

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	12.65	\$0.00	\$46.93
3	65	\$26.30	\$10.00	12.65	\$0.00	\$48.95
4	70	\$28.32	\$10.00	12.65	\$0.00	\$50.97
5	75	\$30.35	\$10.00	12.65	\$0.00	\$53.00
6	80	\$32.37	\$10.00	12.65	\$0.00	\$55.02
7	85	\$34.39	\$10.00	12.65	\$0.00	\$57.04
8	90	\$36.41	\$10.00	12.65	\$0.00	\$59.06

Notes:

Apprentice to Journeyworker Ratio:1:6

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 20 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 21 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS LABORERS - ZONE 1	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
INSULATOR (PIPES & TANKS) ASBESTOS WORKERS LOCAL 6 (BOSTON)	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 22 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97
Description of Work: Ward School Exterior Masonry & Related Components Repairs
City/Town: NEWTON

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER	04/02/2012	\$37.99	\$7.70	\$18.35	0.00	\$64.04
IRONWORKERS LOCAL 7	09/16/2012	\$38.99	\$7.70	\$18.35	0.00	\$65.04
	03/16/2013	\$40.24	\$7.70	\$18.35	0.00	\$66.29

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 23 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97
Description of Work: Ward School Exterior Masonry & Related Components Repairs
City/Town: NEWTON

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 04/02/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.79	\$7.70	18.35	\$0.00	\$48.84
2	70	\$26.59	\$7.70	18.35	\$0.00	\$52.64
3	75	\$28.49	\$7.70	18.35	\$0.00	\$54.54
4	80	\$30.39	\$7.70	18.35	\$0.00	\$56.44
5	85	\$32.29	\$7.70	18.35	\$0.00	\$58.34
6	90	\$34.19	\$7.70	18.35	\$0.00	\$60.24

Effective Date - 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.70	18.35	\$0.00	\$49.44
2	70	\$27.29	\$7.70	18.35	\$0.00	\$53.34
3	75	\$29.24	\$7.70	18.35	\$0.00	\$55.29
4	80	\$31.19	\$7.70	18.35	\$0.00	\$57.24
5	85	\$33.14	\$7.70	18.35	\$0.00	\$59.19
6	90	\$35.09	\$7.70	18.35	\$0.00	\$61.14

Notes:
** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 24 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE I</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
LABORER <i>LABORERS - ZONE I</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 25 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.38	\$7.10	12.45	\$0.00	\$38.93
2	70	\$22.61	\$7.10	12.45	\$0.00	\$42.16
3	80	\$25.84	\$7.10	12.45	\$0.00	\$45.39
4	90	\$29.07	\$7.10	12.45	\$0.00	\$48.62

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 26 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE P. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 27 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 **City/Town:** NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 28 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 29 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

Notes:

Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
--	------------	---------	---------	---------	------	---------

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 30 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MECHANICS MAINTENANCE	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MILLWRIGHT (Zone 1)	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85
MILLWRIGHTS LOCAL 1121 - Zone 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 31 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 32 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (OTHER THAN TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$21.31	\$10.00	\$12.65	0.00	\$43.96
	12/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	06/01/2013	\$22.07	\$10.00	\$12.65	0.00	\$44.72
	12/01/2013	\$22.49	\$10.00	\$12.65	0.00	\$45.14
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$24.60	\$10.00	\$12.65	0.00	\$47.25
	12/01/2012	\$24.99	\$10.00	\$12.65	0.00	\$47.64
	06/01/2013	\$25.47	\$10.00	\$12.65	0.00	\$48.12
	12/01/2013	\$25.96	\$10.00	\$12.65	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2012	\$44.01	\$7.80	\$14.60	0.00	\$66.41
	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 33 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.01	\$7.80	0.00	\$0.00	\$29.81
2	55	\$24.21	\$7.80	3.25	\$0.00	\$35.26
3	60	\$26.41	\$7.80	3.54	\$0.00	\$37.75
4	65	\$28.61	\$7.80	3.84	\$0.00	\$40.25
5	70	\$30.81	\$7.80	12.83	\$0.00	\$51.44
6	75	\$33.01	\$7.80	13.13	\$0.00	\$53.94
7	80	\$35.21	\$7.80	13.42	\$0.00	\$56.43
8	90	\$39.61	\$7.80	14.01	\$0.00	\$61.42

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 34 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2012	\$34.91	\$7.80	\$14.60	0.00	\$57.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 35 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97
Description of Work: Ward School Exterior Masonry & Related Components Repairs
City/Town: NEWTON

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.46	\$7.80	0.00	\$0.00	\$25.26
2	55	\$19.20	\$7.80	3.25	\$0.00	\$30.25
3	60	\$20.95	\$7.80	3.54	\$0.00	\$32.29
4	65	\$22.69	\$7.80	3.84	\$0.00	\$34.33
5	70	\$24.44	\$7.80	12.83	\$0.00	\$45.07
6	75	\$26.18	\$7.80	13.13	\$0.00	\$47.11
7	80	\$27.93	\$7.80	13.42	\$0.00	\$49.15
8	90	\$31.42	\$7.80	14.01	\$0.00	\$53.23

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 36 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2012	\$32.97	\$7.80	\$14.60	0.00	\$55.37
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 37 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.49	\$7.80	0.00	\$0.00	\$24.29
2	55	\$18.13	\$7.80	3.25	\$0.00	\$29.18
3	60	\$19.78	\$7.80	3.54	\$0.00	\$31.12
4	65	\$21.43	\$7.80	3.84	\$0.00	\$33.07
5	70	\$23.08	\$7.80	12.83	\$0.00	\$43.71
6	75	\$24.73	\$7.80	13.13	\$0.00	\$45.66
7	80	\$26.38	\$7.80	13.42	\$0.00	\$47.60
8	90	\$29.67	\$7.80	14.01	\$0.00	\$51.48

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 38 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS)	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
LABORERS - ZONE 1	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
PAINTER / TAPER (BRUSH, NEW) *	01/01/2012	\$33.51	\$7.80	\$14.60	0.00	\$55.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 39 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.76	\$7.80	0.00	\$0.00	\$24.56
2	55	\$18.43	\$7.80	3.25	\$0.00	\$29.48
3	60	\$20.11	\$7.80	3.54	\$0.00	\$31.45
4	65	\$21.78	\$7.80	3.84	\$0.00	\$33.42
5	70	\$23.46	\$7.80	12.83	\$0.00	\$44.09
6	75	\$25.13	\$7.80	13.13	\$0.00	\$46.06
7	80	\$26.81	\$7.80	13.42	\$0.00	\$48.03
8	90	\$30.16	\$7.80	14.01	\$0.00	\$51.97

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 40 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2012	\$31.57	\$7.80	\$14.60	0.00	\$53.97
PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 41 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE P. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.79	\$7.80	0.00	\$0.00	\$23.59
2	55	\$17.36	\$7.80	3.25	\$0.00	\$28.41
3	60	\$18.94	\$7.80	3.54	\$0.00	\$30.28
4	65	\$20.52	\$7.80	3.84	\$0.00	\$32.16
5	70	\$22.10	\$7.80	12.83	\$0.00	\$42.73
6	75	\$23.68	\$7.80	13.13	\$0.00	\$44.61
7	80	\$25.26	\$7.80	13.42	\$0.00	\$46.48
8	90	\$28.41	\$7.80	14.01	\$0.00	\$50.22

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 42 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 43 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 44 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 45 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER - Local 12

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$51.54 Step5 with lic\$57.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 46 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
	06/01/2012	\$32.80	\$7.10	\$12.45	0.00	\$52.35
	12/01/2012	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	06/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	0.00	\$57.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	0.00	\$59.10
	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 47 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 48 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR
LABORERS - ZONE 1

06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 49 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 50 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road
Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33							
Effective Date - 02/01/2012							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60		\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65		\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75		\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85		\$30.23	\$10.50	10.70	\$0.00	\$51.43
Effective Date - 08/01/2012							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50		\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60		\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65		\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75		\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85		\$31.08	\$10.50	10.70	\$0.00	\$52.28
Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1 Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.							
Apprentice to Journeyworker Ratio:**							

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 51 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$42.04	\$9.82	\$17.34	2.08	\$71.28
	02/01/2013	\$43.29	\$9.82	\$17.34	2.11	\$72.56

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 52 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road
Classification

		Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SHEET METAL WORKER - Local 17-A							
Effective Date - 02/01/2012							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	40		\$16.32	\$9.82	3.74	\$0.00	\$29.88
3	45		\$18.36	\$9.82	7.45	\$1.07	\$36.70
4	45		\$18.36	\$9.82	7.45	\$1.07	\$36.70
5	50		\$20.40	\$9.82	8.17	\$1.15	\$39.54
6	50		\$20.40	\$9.82	8.42	\$1.16	\$39.80
7	60		\$24.47	\$9.82	9.60	\$1.32	\$45.21
8	65		\$26.51	\$9.82	10.32	\$1.40	\$48.05
9	75		\$30.59	\$9.82	11.76	\$1.57	\$53.74
10	85		\$34.67	\$9.82	12.69	\$1.72	\$58.90
Effective Date - 08/01/2012							
Step	percent		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40		\$16.82	\$9.82	3.74	\$0.00	\$30.38
2	40		\$16.82	\$9.82	3.74	\$0.00	\$30.38
3	45		\$18.92	\$9.82	7.45	\$1.08	\$37.27
4	45		\$18.92	\$9.82	7.45	\$1.08	\$37.27
5	50		\$21.02	\$9.82	8.17	\$1.17	\$40.18
6	50		\$21.02	\$9.82	8.42	\$1.18	\$40.44
7	60		\$25.22	\$9.82	9.60	\$1.34	\$45.98
8	65		\$27.33	\$9.82	10.32	\$1.42	\$48.89
9	75		\$31.53	\$9.82	11.76	\$1.59	\$54.70
10	85		\$35.73	\$9.82	12.69	\$1.75	\$59.99

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 53 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: Steps are 6 mos. Apprentice to Journeyworker Ratio:1:4						

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78
--	------------	---------	--------	--------	------	---------

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

Notes: Steps are 4 mos. Apprentice to Journeyworker Ratio:1:1						
--	--	--	--	--	--	--

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012,

Wage Request Number: 20120621-038

Page 54 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04
SPRINKLER FITTER	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
SPRINKLER FITTERS LOCAL 550	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 55 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 56 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: Steps are 850 hours Apprentice to Journeyworker Ratio:1:1						
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 57 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 58 of 63



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

TERRAZZO FINISHERS	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93
BRICKLAYERS LOCAL 3 - MARBLE & TILE						

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

Notes:
Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
LABORERS - FOUNDATION AND MARINE						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 59 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 60 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 61 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates
As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
WASTE WATER PUMP OPERATOR	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
WATER METER INSTALLER	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
PLUMBERS & GASFITTERS LOCAL 12	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 62 of 63



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #12-97 City/Town: NEWTON
Description of Work: Ward School Exterior Masonry & Related Components Repairs

Job Location: 10 Dolphin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 06/21/2012

Wage Request Number: 20120621-038

Page 63 of 63

The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2012

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

TABLE OF CONTENTS

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 10 00	Summary of Work
Section 01 10 25	Unit Prices
Section 01 20 00	Alternates
Section 01 30 00	Administrative Requirements
Section 01 40 00	Quality Requirements
Section 01 50 00	Temporary Facilities and Controls
Section 01 50 25	Staging, Lifts & Access
Section 01 60 00	Product Requirements
Section 01 70 00	Execution and Closeout Requirements

DIVISION 02 - EXISTING CONDITIONS

Section 02 21 00	Shoring, Bracing & Support
------------------	----------------------------

DIVISION 03 - CONCRETE

Section 03 70 00	Concrete Repairs
------------------	------------------

DIVISION 04 - MASONRY

Section 04 30 50	Cast Stone Unit Fabrication & Installation
Section 04 50 00	Masonry Repairs

DIVISION 05 – METALS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

Section 06 20 00	Exterior Finish Carpentry
------------------	---------------------------

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 92 00	Joint Sealants
------------------	----------------

DIVISION 08 - OPENINGS

DIVISION 09 - FINISHES

Section 09 91 00	Exterior Painting
------------------	-------------------

DIVISION 16 - ELECTRICAL

Section 16 00 00	Electrical
------------------	------------

SECTION 01 10 00 - SUMMARY OF WORK

GENERAL

SUMMARY

Project Identification: John Ward Elementary School, Masonry Repairs

Project Summary: The focus of this project is on the repair of the exterior masonry walls and exposed concrete foundations of the school.

1. Existing masonry materials include brick masonry, stone masonry, and cast stone masonry.
2. The rusting of window and door lintels has caused cracking of brick and cast stone masonry, dislocation of masonry units, and water infiltration.
3. Severely rusted window lintels will be replaced.
4. Several embedded steel lintels will be removed and not replaced.
5. Selected areas of brick and cast stone masonry will be cleaned to remove soiling and severe ferrous staining.
6. The majority of work involves repointing of selected masonry wall areas, the repointing of cracks, and the replacement of cracked or spalled bricks.
7. The repair and filling of cracks in the concrete foundation.
8. The removal and replacement of spalled concrete in several locations.
9. Related incidental work includes new metal flashing, window sealant replacement, wood door frame repair, wood window trim repair, and exterior painting.

Particular Project Requirements:

Existing site conditions and restrictions: Access to the building will be via the east side entrance, which is a single leaf door leading to the Custodian's Office on the lower level.

Requirements for sequencing, scheduling and completion date: The project must be complete by November 2, 2012. The first day of school is September 4, 2012. The interim repairs at the main entry stairs must be completed by the start of school.

Occupancy of school facilities: The school will be closed from June 16, 2012, until August 31, 2012, for summer vacation.

Contractor's use of existing facilities: The General Contractor and sub-contractors may use designated restroom facilities of the school.

Permits and Fees: The City of Newton will waive the requirement for building permit and inspection fees.

Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Architect.

Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.

Existing Conditions: Notify Architect of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval.

Coordination:

Coordinate the work of all trades.

Installation Requirements, General:

Inspect substrates and report unsatisfactory conditions in writing.

Do not proceed until unsatisfactory conditions have been corrected.

Take field measurements prior to fabrication where practical. Form to required shapes and sizes with true edges, lines and angles. Provide inserts and templates as needed for work of other trades.

Install materials in exact accordance with manufacturer's instructions and approved submittals.

Install materials in proper relation with adjacent construction and with proper appearance.

Restore units damaged during installation. Replace units which cannot be restored at no additional expense to the Owner.

Refer to additional installation requirements and tolerances specified under individual specification sections.

Limit of Use: Limit use of work as indicated. Keep driveways and entrances clear at all times.

Existing Construction: Maintain existing building in a clean, weather-tight condition. Repair damage caused by construction operations. Protect building and its finishes.

Definitions:

Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.

Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements. Refer to limitations of 'Approved' in General and Supplementary Conditions.

Match Existing: Match existing as acceptable to the Owner.

Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, 'Provide tile' means 'Contractor shall provide tile.'

PRODUCTS - Not Applicable To This Section

EXECUTION - Not Applicable To This Section

END OF SECTION 01 10 00

SECTION 01 10 25 - UNIT PRICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. The drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and relevant sections of these Specifications, apply to the work specified in this Section.

1.02 DEFINITION OF UNIT PRICE

- A. Unit prices shall include material, labor, overhead, profit and all other related expenses. Unit measure shall include only work incorporated into the project. All associated work shall be included in unit prices.
- B. Contract Sum shall include the General Contractor's unit price times the stated number of units. Whenever units actually used are more than or less than that stated, the Contract Sum shall be adjusted accordingly by Change Order.
 - 1. If any/all of the unit price work is not undertaken as part of the contract, the Owner shall be entitled to a credit of 90% of the unexpended unit price balance for that item.
- C. Contractor shall not proceed with any unit price work without review and approval of the work by the Architect.

1.03 UNIT PRICES IN EFFECT

The following items are included in the base bid, and are in addition to replacement and repairs to those specifically identified on the Drawings:

- A. 300 square feet of cutting and repointing of brick masonry mortar joints.
- B. 100 linear feet of cutting and repointing of cast stone masonry mortar joints.
- C. 5 embedded steel elements in brick masonry to be removed (4" maximum size). Cut back 4" from exterior wall face. Replace brick masonry damaged during removal process.
- D. Provide unit price for each additional location of brick replacement (cracked or spalled brick). Assume removal of (3) bricks and replacement with new brick at each location.
- E. 2 cast stone string course or cornice sections (each approximately 4 feet long) to be removed and replaced with matching new cast stone sections.
- F. 10 linear feet of cracks in cast stone cornice, string course, and window/door architrave units to be repaired with patching mortar.
- G. 20 linear feet of cracks in concrete foundation to be repaired with patching mortar.

- H. 10 square feet of deteriorated concrete to be removed back to sound material and new concrete formed to restore original depth or profile of element.
- I. 20 linear feet of steel lintel to be removed and replaced with new, hot-dip galvanized steel section. Include 20 linear feet of lead-coated copper flashing for the lintel.
- J. 100 linear feet of parapet metal coping to be re-secured to masonry with new bronze fasteners into existing mortar joints.
- K. 50 linear feet of window sealant removal and replacement at existing masonry openings.
- L. 100 square feet of brick masonry to be cleaned with masonry cleaner to remove ferrous stains.
- M. 100 linear feet of cast stone cornice or string course to be cleaned with masonry cleaner.

END OF SECTION 01 10 25

SECTION 01 20 00 - ALTERNATES

PART 1 - GENERAL

1.1 GENERAL

- A. For each of the listed alternates, the Bidder(s) shall state in their proposals the amount to be added to or deducted from the Contract Sum for the work of each of the Alternates.
- B. The work described under any or all of the listed Alternates may be accepted or rejected by the Owner. The Contract Agreement, at the time of execution, shall list those that are accepted, if any, and the work of the Contract shall thereby be modified to the extent described under the accepted Alternate(s). Also, the Contract Sum for the project shall be altered on the basis of alternate prices given on the successful Bidder's proposal. Rejected Alternate(s), as evidenced by not being listed in the Contract Agreement at the time of execution, shall thereupon be null and void.
- C. The Alternates are listed in a numerical sequence in order of priority. When the Owner decides to consider alternates in determining the lowest eligible and responsible bidder, the Owner shall consider the Alternates in descending numerical sequence, such that no single Alternate shall be considered unless every Alternate preceding it on the list has been added to or subtracted from the base bid price.
- D. The detailed descriptions of Alternates herein and in the Specification technical Sections are detailed to assist the Contractor and various trades in understanding the work required thereby, and are intended to set the intent and to list the major work only. Such descriptions are not to be taken as limiting the work required under any of the Alternates, and all work required to carry out the intent of each of the accepted Alternates shall be done without additional cost to that agreed upon as the Alternate price.

1.2 DESCRIPTION OF ALTERNATES

Alternate No. 1: All repair work as shown on Drawing A1 – East and Northeast Elevations

Alternate No. 2: All repair work as shown on Drawing A4 – South Elevations

Alternate No. 3: All repair work as shown on Drawing A5 that pertains to Elevations #1-3 of the 1956 Addition (Note: the Main Entrance Stair Work is part of the Base Bid)

END OF SECTION 01 20 00

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

GENERAL

SUMMARY

ADMINISTRATION OF CONTRACT: PROVIDE ADMINISTRATIVE REQUIREMENTS FOR THE PROPER COORDINATION AND COMPLETION OF WORK INCLUDING THE FOLLOWING:***SUPERVISORY PERSONNEL.***

Preconstruction conference.

Project meetings, minimum of one every other week; prepare and distribute minutes.

Reports: Submit daily and special reports.

Work Schedule: Submit progress schedule, updated every two weeks.

Submittal Schedule: Prepare submittal schedule; coordinate with progress schedule.

Schedule of Values: Submit Schedule of Values before beginning work.

Schedule of Tests: Submit schedule of required tests including payment and responsibility.

Perform Surveys: Lay out the work and verifying locations during construction.

Emergency Contacts: Submit and post a list of emergency telephone numbers and address for individuals to be contacted in case of emergency.

Record Documents: Submit record drawings and specifications. Contractor to maintain and annotate Record Drawings as work progresses.

SUBMITTALS

Types of Submittals: Provide types of submittals listed in individual sections and number of copies required below.

Shop drawings, reviewed and annotated by the Contractor - 4 copies.

Product data - 4 copies.

Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.

Inspection and test reports - 4 copies.

Warranties - 4 copies.

Survey data - 4 copies.

Closeout submittals - 4 copies.

Project photographs - 12 digital images each month submitted on CD. Submit cumulative CD at each subsequent submittal. Label each image with date.

Submittal Procedures: Comply with project format for submittals. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required re-submittals if original submittals

are not approved. Provide distribution of approved copies including modifications after submittals have been approved.

Samples and Shop Drawings: Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note any special coordination required. Note any deviations from requirements of the Contract Documents.

Warranties: Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Contractor, supplier or installer responsible for performance of warranty shall sign warranties.

PRODUCTS - Not Applicable To This Section

EXECUTION - Not Applicable To This Section

END OF SECTION 01 30 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

GENERAL

SUMMARY

QUALITY MONITORING: MONITOR QUALITY CONTROL OVER SUPPLIERS, MANUFACTURERS, PRODUCTS, SERVICES, SITE CONDITIONS, AND WORKMANSHIP, TO PRODUCE WORK OF SPECIFIED QUALITY. PERFORM QUALITY CONTROL PROCEDURES AND INSPECTIONS DURING INSTALLATION.

STANDARDS: COMPLY WITH SPECIFIED STANDARDS AS MINIMUM QUALITY FOR THE WORK EXCEPT WHERE MORE STRINGENT TOLERANCES, CODES, OR SPECIFIED REQUIREMENTS INDICATE HIGHER STANDARDS OR MORE PRECISE WORKMANSHIP.

TOLERANCES: MONITOR FABRICATION AND INSTALLATION TOLERANCE CONTROL OF PRODUCTS TO PRODUCE ACCEPTABLE WORK. DO NOT PERMIT TOLERANCES TO ACCUMULATE. COMPLY WITH MANUFACTURERS' TOLERANCES.

REFERENCE STANDARDS: FOR PRODUCTS OR WORKMANSHIP SPECIFIED BY ASSOCIATION, TRADE, OR OTHER CONSENSUS STANDARDS, COMPLY WITH REQUIREMENTS OF THE STANDARD, EXCEPT WHEN MORE RIGID REQUIREMENTS ARE SPECIFIED OR ARE REQUIRED BY APPLICABLE CODES.

MANUFACTURER'S FIELD SERVICES: WHEN SPECIFIED IN INDIVIDUAL SPECIFICATION SECTIONS, REQUIRE MATERIAL OR PRODUCT SUPPLIERS OR MANUFACTURERS TO PROVIDE QUALIFIED STAFF PERSONNEL TO PERFORM THE FOLLOWING AS APPLICABLE, AND TO INITIATE INSTRUCTIONS WHEN NECESSARY:

OBSERVE SITE CONDITIONS.

CONDITION OF SURFACES AND QUALITY OF INSTALLATION.

Quality of workmanship.

Initial start-up of equipment.

Testing, adjusting and balancing of equipment.

Mock-Ups: Assemble and erect specified items with specified attachment and anchorage devices, seals, and finishes. Accepted mock-ups shall be a comparison standard for the remaining Work.

Removal of Mock-Ups: Where mock-up has been accepted by Architect and is no longer needed, remove mock-up and clear area when directed to do so.

PRODUCTS - Not Applicable To This Section

EXECUTION - Not Applicable To This Section

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

GENERAL

SUMMARY

Temporary Services: The City of Newton will provide temporary services and utilities, including payment of utility costs for the following.

Water (potable).

Lighting and power.

Toilet facilities.

Materials storage.

Security and Protection: Provide security and protection requirements including the following.

Fire extinguishers.

Site enclosure fence, barricades, warning signs, and lights.

Building enclosure and lock-up.

Environmental protection.

Pest control during and at the end of construction.

Personnel Support: Provide personnel support facilities including the following.

Cleaning of all work areas at the end of each day.

PRODUCTS – NOT APPLICABLE TO THIS SECTION

EXECUTION - Not Applicable To This Section

END OF SECTION 01 50 00

SECTION 01 50 25 - STAGING, LIFTS & ACCESS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1 General Requirements are hereby made a part of this Specification Section.
- B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the work of this Section.

1.2 SCOPE

- A. All staging, stairs, hoisting, rigging, lifts and access required to complete the work shall be the responsibility of the General Contractor.
- B. The General Contractor is responsible for obtaining and paying for permits, erecting and maintaining, in safe condition, all scaffolding, stairs and hoisting, and associated equipment required on the job. All work shall comply with OSHA requirements and the requirements of all applicable state and local laws, codes, regulations and ordinances. Specifically, the General Contractor must designate a safety supervisor who is familiar with OSHA Publications 2202, 3077, and 3072, and those which deal with construction industry safety standards, personal protective equipment, and sling safety and labor.
- C. The General Contractor shall control access to the work area and prevent unauthorized access to the work area and any area where there is danger from falling objects. The General Contractor shall control access to the designated storage area and enclose the area with an eight (8) foot height chain link fence as required to protect the public or as otherwise required by the City of Newton. The enclosed area shall be kept locked at all times except when workmen are at the site and have direct control over the construction area. "No Trespassing" signs shall be posted every 100'. Openings to the building shall be kept secure at all times.
- D. Adjoining windows, roof, ramp and building surfaces shall be protected by the General Contractor. The adjoining walkways and parking lot must be protected from falling dust, the paint and masonry removal process, overspray from masonry cleaning and general debris.
- E. General Contractor shall allow access by other trades and coordinate scheduling and use.
- F. The General Contractor shall submit a written safety plan to the Owner with detail for full protection along with a list of onsite competent persons.
- G. The General Contractor shall submit a written schedule and work proposal identifying the proposed sequencing and coordination of use of staging.
- H. The general Contractor shall be responsible for grounding staging in compliance with all requirements.

END OF SECTION 01 50 25

SECTION 01 60 00 - PRODUCT REQUIREMENTS

GENERAL

SUMMARY

Manufacturers: Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.

Product Selection: Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation, and include construction costs of substitution including related work.

Substitutions: Request for substitution must be in writing. Conditions for substitution include:

An “or equal” phrase in the specifications.

Specified material cannot be coordinated with other work.

Specified material is not acceptable to authorities having jurisdiction.

Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.

Substitution Requests: Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless an item is clearly presented as a substitution at the time of submittal.

PRODUCTS - Not Applicable To This Section

EXECUTION - Not Applicable To This Section

END OF SECTION 01 60 00

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

GENERAL

SUMMARY

Substantial Completion: The following are prerequisites to substantial completion. Provide the following:

Punch list prepared by Contractor and subcontractors as applicable.

Supporting documentation.

Warranties.

Certifications.

Occupancy permit.

Commissioning documentation.

Final Acceptance: Provide the following prerequisites to final acceptance:

Final payment request with supporting affidavits.

Completed punch list.

As-Built Drawings: Provide a marked-up set of drawings including changes, which occurred during construction.

Project Closeout: Provide the following during project closeout:

Submission of record documents.

Submission of maintenance manuals.

Training and turnover to Owner's personnel.

Final cleaning and touch-up.

Removal of temporary facilities.

PRODUCTS - Not Applicable To This Section

EXECUTION

CUTTING AND PATCHING

Cutting and Patching: Provide cutting and patching work to properly complete the work of the project, complying with project requirements for:

Structural work.

Mechanical/electrical systems.

Visual requirements, including detailing and tolerances.

Operational and safety limitations.

Fire resistance ratings.

Inspection, preparation, and performance.

Cleaning.

Means and Methods: Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease energy performance, increase maintenance, decrease operational life, or decrease safety performance.

Inspection: Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.

Performance of Operations: Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.

Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Inspect for concealed utilities and structure before cutting.

Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.

Cleaning: Clean work area and areas affected by cutting and patching operations.

END OF SECTION 01 70 00

SECTION 02 21 00 – SHORING, BRACING AND SUPPORT

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all temporary shoring, bracing and support as required to shore the undertaking of the specified masonry repairs.
- B. Provide all materials necessary to complete the work of this section.

1.2 SUBMITTALS

- A. Submit the following items to the Architect for review:
 - 1. Drawings showing shoring, bracing, and temporary supports.
 - 2. A written sequence of all phases of masonry repair operations and related temporary support.

1.3 QUALITY ASSURANCE

- A. Comply with all referenced standards for the products employed.
- B. Schedule all appropriate site visits and inspections with the design Structural Engineer of the shoring system.

PART 2 - PRODUCTS

2.1 MATERIALS AND PRODUCTS

- A. Products and materials that are appropriate to the application and permitted by the Massachusetts State Building Code.
- B. Adjustable Post Shores:
 - 1. Adjustable Post Shores/Shore Frames approved by the design Structural Engineer of the shoring system.

PART 3 - EXECUTION

3.1 TEMPORARY SHORING, BRACING AND SUPPORT

- A. The contractor shall be solely responsible for all means and methods of construction employed on this project including all temporary bracing, support and protection of the existing structure. Any sequences of work or methods indicated or implied in the contract documents are present only as assumptions on which the design of the permanent installations are based and are to be considered as a suggested option for review by the contractor.
- B. Field Survey and Analysis:

1. Field-verify indicated shoring locations and measure all existing geometry and note existing conditions. Locate points of attachment and support that will best suit progress of work.

C. Design Shoring, Bracing and Support:

1. Shoring, bracing and support shall be designed to maintain existing lines and surfaces without deflection during work. Design shall be in accordance with gravity dead, live and wind load resistance requirements of the Massachusetts State Building Code.
2. Design shall be sufficient for existing and new material loads and anticipated construction loads.
3. Design shall allow for distribution of loads to supporting structure and shall limit all movement to less than 1/16" at full loading. Stresses on supporting structure shall not exceed safe, commonly allowable stresses for the materials in consideration of their age and conditions.
4. Minimize use of side grain bearing timbers that may be susceptible to dimensional variations with changes in moisture and temperature. Seal all end grain.

- D. Construct shoring, bracing and support in accordance with approved design submittal and proper and standard construction practice. Work shall be installed so as not to permanently mar or stain the exposed stone faces of the structure.

END OF SECTION 02 21 00

SECTION 03 70 00 - CONCRETE REPAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions, and relevant sections of these Specifications, apply to the work specified in this Section.

1.2 DESCRIPTION OF WORK

Concrete restoration work includes the following:

- A. Selective cleaning of concrete to remove ferrous stains and other staining.
- B. Repair of concrete cracks with specified patching materials in areas indicated on the contract drawings.
- C. Removal of rusting exposed steel reinforcing materials from concrete foundation walls.
- D. Application of breathable masonry coating to exposed concrete foundation wall areas.

1.3 RELATED WORK

- A. SECTION 01 10 25 – Unit Prices
- B. Section 01 20 00 - ALTERNATES
- C. SECTION 04 50 00 – Masonry Repairs
- D. SECTION 04 30 50 – Cast Stone Unit Fabrication & Installation

E. **SECTION 07 92 00 – Joint Sealants**

1.4 QUALITY ASSURANCE

- A. Objectives: The objective of concrete repairs is to provide durable repairs to the existing concrete that match the character and historical integrity of the existing original concrete.
- B. Controls: The controls for the above treatments shall be the approved mock ups as defined in this specification section as well as related sections.
- C. Contractor: Work must be performed by specialists with a minimum of five years of prior experience. Specialists employed by contractor shall be identified in submittal along with a list of prior projects. Contractor shall maintain a steady work crew consisting of skilled craftsmen who are experienced with the materials and methods specified. The foreman shall be present daily on the site. In acceptance or rejection of this work, no account shall be taken for incompetence on the part of the workmen.
- D. Modification: In the event that the contractor wants to modify any of the specified materials or methods, the proposed changes shall be submitted in writing and shall include all pertinent information requested for the specified products and techniques. No modifications shall take place without written approval.
- E. Source of materials: Obtain materials for repointing from a single source for each type of material required to ensure a match in quality, color and texture.
- F. Mock Up Panels: The contractor shall notify the Architect before beginning concrete restoration. Obtain the Architect's approval of the mockups before proceeding with the work.
- G. The contractor shall comply with all relevant ASTM Standards for materials.
- H. Do not modify intended aesthetic effects, as judged solely by the Architect, except with Architect's approval, and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.
- I. Cleaning which employs low pressure micro-abrasive system delivered through low-pressure rotating vortex head shall be done by only by personnel trained and certified by the system manufacturer.

1.5 SUBMITTALS AND SAMPLES

- A. Product Data: Submit manufacturers' technical data for each product specified including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.
- B. Written Dust Control Program: Prior to commencing restoration work, contractor shall submit a written program for control of dust, water runoff, etc. during all aspects of the concrete restoration work.
- C. Environmental Regulations: Describe testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous waste. Submit applicable local environmental regulations.

1.6 MOCK UPS

- A. Submit the following mock ups for approval prior to starting the work in each section. Please note that some of the mockups must be performed by each mechanic working on that task. These mockups include: cleaning and crack repairs.
- B. For each mechanic who will work on a particular task provide the following:
 - 1. Repair of concrete cracks: 1/8" and less in size, and 3/8" and larger in size.
 - 2. Cleaning samples: test areas of ferrous stain removal.

1.7 SCAFFOLDING, STAGING AND HOISTING

- A. Scaffolding, staging, and hoisting shall be provided by the General Contractor.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers
- B. Protect mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- C. Restore any damage to site caused by storage, mixing or construction work.

1.9 PROJECT CONDITIONS

- A. Carefully follow manufacturer's written instructions regarding application and surface conditions and temperatures.
- B. Hot-Weather Requirements: Protect restoration work when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 deg. F and above.

1.10 DEFINITIONS AND GOALS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Medium-Pressure Spray: 400 to 800 psi; 4 to 6 gpm.
- C. High-Pressure Spray: 800 to 1200 psi 4 to 6 gpm.
- D. Cleaning: The goal of the general cleaning is to remove surface soiling as well as active and inactive biological growth from the concrete.

PART 2 - PRODUCTS

2.1 CHEMICALS FOR CLEANING OF CONCRETE

Products specified are by Prosoco, Inc. to establish quality standard. Equal products manufactured by Diedrich Technologies, or Lawrence Chemicals shall be accepted, provided that satisfactory performance is demonstrated via site samples on the building.

- A. Clean existing masonry at locations indicated on the drawings with Prosoco EK 2010 All Surface Cleaner. Dilute chemical cleaning materials to the maximum extent possible which permits acceptable cleaning of masonry.
- B. If ferrous staining persists after application of Prosoco EK 2010 All Surface Cleaner, clean ferrous stains with Prosoco Ferrous Stain Remover until staining is removed.

2.2 PATCHING OF CONCRETE CRACKS

- A. Patching of cracks in the concrete shall be done with either a pre-manufactured patching product equal to those by Jahn Mortars distributed by Cathedral Stone Inc. or with a Portland-cement based patching mortar, dependent upon a review of field applied samples to determine the most effective means of patching, or with a proprietary such
- B. Jahn Systems for cracks under 3/16" wide. Jahn M30 Micro Injection Grout (#32 for hard stone or concrete) or Jahn M40 Crack Injection Grout by Cathedral Stone Products, Inc. depending on results obtained from field tests to determine which product achieves the best results for a given crack size.
- C. Jahn System for Cracks exceeding 3/16" use Jahn M90 Concrete Patch by Cathedral Stone. Use either HG Horizontal patch or VG Vertical patch depending of results from field tests.
- D. KEIM Concretal Universal Mortar, or approved equal, to provide corrosion protection, bonding bridge, and to act as a repair mortar to fill voids.
- E. Portland Cement-based mortar patch:
 - 1. Type I White Portland Cement.
 - 2. Clean, well graded coarse sand.
 - 3. Water to be potable, clean and free from deleterious amounts of acids, alkalis, and organic matter.
 - 4. Non-fading colorant: chemically pure mineral oxides, alkali proof, and light fast as manufacturer by Solomon Grind, Lander-Sigal, or approved equal.
 - 5. Pins and wire: Stainless Steel Grade 304

2.3 BREATHABLE MASONRY COATING (CONCRETE SURFACE COATING)

- A. Provide a paint material that has at least 90% breathability in ASTM D 1653 water-vapor transmission tests. The material must also exhibit outstanding results with regard to adhesion to concrete, as indicated by testing according to ASTM D 4541 and ASTM 3359.
- B. The reduction solvent and clean-up solvent for the paint material is to be water.
- C. Acceptable manufacturers: Prosoco, Keim, MAB or equivalent product line.
- D. Acceptable products: Prosoco "Breathable Masonry Coating II," Keim "Concretal W" finish coat and KEIM "Concretal Grob" as primer, MAB "Modac" or approved equal.

- E. Color: Flat, opaque color selected by Architect from manufacturer's standard color range.

PART 3 - EXECUTION

3.1 GENERAL CLEANING OF CONCRETE

- A. General: Comply with recommendations of manufacturers of chemical cleaners for protecting building surfaces against damage from exposure to their products. Concrete shall be cleaned prior to cutting and pointing of concrete cracks.
- B. Protect persons, motor vehicles, surrounding surfaces of building whose concrete surfaces are being restored, building site, and surrounding buildings from injury resulting from concrete restoration work.
- C. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces that could be injured by such contact.
- D. Do not clean concrete when wind can blow cleaning solutions to unprotected surfaces.
- E. Dispose of runoff from cleaning operations by legal means and in manner which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- F. Protect all roofing and non-concrete surfaces from damage.
- G. The Contractor is to provide a written plan for the protection of people and adjacent property including motor vehicles, buildings, fixtures and other components, which may be harmed by overspray or inadvertent coating with cleaning procedure materials, where applicable. Such protection should be afforded to painted surfaces, polished metal surfaces, glass surfaces, masonry surfaces, but not excluding other surfaces that may be harmed by the procedures.
- H. In addition, if regulations require collection and disposal systems or other procedures for the effluent from the cleaning operations, said procedures are to comply with the applicable provisions of local, state and federal regulations that are in effect at the time of the cleaning procedures. Submit a written plan for such compliance. The Contractor shall be responsible for the determination and acquisition of all permits required to carry out the work.
- I. General: Apply chemical cleaners in strict accordance to manufacturer's written instructions. Apply chemicals by brush application only. Do not allow chemicals to remain on surfaces for period longer than that specified by the manufacturer.
- J. Conduct field samples to determine mildest solution that will clean the concrete with vigorous scrubbing with a natural fiber tampico brush and appropriate dwell times. Thoroughly rinse all chemicals.
- K. Concrete Cleaning:
 - 1. Pre-wet the surface to be cleaned with clean, fresh water.

2. Apply the appropriately diluted solution to the masonry surface using a brush or low-pressure spray.
3. Let the cleaner stay on the surface 1-10 minutes, based on testing. Gentle scrub heavily soiled areas. Note: do not let EK2010 dry on the surface. If drying occurs, lightly wet surfaces with fresh water and reapply the cleaner in a gentle scrubbing manner.
4. Rinse the surface with clean water.
5. Repeat steps 1 through 4 if necessary on heavily soiled areas.

L. Ferrous Stain Removal:

Before applying, read “Preparation” and “Safety Information” sections in the Manufacturer’s Product Data Sheet for Ferrous Stain Remover. Use Ferrous Stain Remover in concentrate or dilute with up to 3 parts water. Refer to test area results for recommended dilution for intended use.

1. Always pre-wet the concrete surface with clean water.
2. Apply diluted cleaning solution directly to the concrete surface.
3. Let the cleaner stay on the surface for 3-5 minutes. Do not let it dry into the concrete between applications or before final rinse. If treated surfaces are left unattended, keep people away from the cleaner.
4. Reapply cleaner and rinse with fresh water. The best combination of rinsing pressure and water volume is provided by masonry washing equipment generating 400-1000 psi with a water flow rate of 6-8 gallons per minute delivered through a 15-45 degree fan spray tip. Equipment should be adjustable to reduce water flow rate and rinsing pressure as required for controlled cleaning of more sensitive surfaces. See also “Equipment” section of the Product Data Sheet. Thorough rinsing is important to get all residues off the surface. If pressure-rinsing equipment is not available, rinse thoroughly with clean water. Brush the wall while rinsing.

3.2 PATCHING OF CONCRETE AND LARGE CRACK REPAIR

A. Preparation:

1. All patches shall match profile of existing adjacent masonry.
2. At areas to receive patches, remove all loose mortar, patches, and damaged unsound concrete. Cut away an additional 1/2” of the substrate to ensure the surface to be patched is solid and stable. “Sound” concrete with hammer to verify its integrity. Remove all sealant/caulk residues, if present. Cut pocket into concrete so that it flares wider as it deepens. The flaring shall not exceed 1/2" wider at back than face. In all cases do not leave thin slivers of concrete at surface. Roughen surface to provide key for patch material.

B. Mixing of Repair Mortars:

1. Do not mix more material than can be used within 30 minutes. Discard any material that has been mixed for 30 minutes or more.
2. Mixing ratio: Pre-manufactured System: Jahn M90 (or equal) Approximately 5 1/2 parts dry material to 1 part water or Portland Cement System: minimum cement to sand ratio by volume one to three, maximum one to two and one half.

- C. Mix water and dry ingredients well. Adjust amount of water depending on the weather and the porosity of the substrate in accordance with the Manufacturer's printed instructions.
- D. Application (pre-manufactured system):
1. Moisten the substrate using clean water. Patching material should be applied to a glistening wet surface for vertical applications and to a dampened surface on horizontal applications (with no pooling water.) If the surface dries before application of repair mortar rewet surface.
 2. For horizontal surfaces apply patching mortar formulated specifically for horizontal surfaces flush to the surface and finish to a tight steel troweled finish.
 3. For vertical surfaces apply patching mortar formulated specifically for vertical use in a series of lifts that extend past the finished face. If a cement skin forms between lifts, scrape off approximately 1/16" of mortar; dampen the first layer before applying the second layer. Use light pressure during the applications. Work mortar firmly into the surface of the concrete, including corners.
 4. Build up patching material so that it is slightly above adjacent concrete surface.
 5. Allow 15-30 minutes to set slightly then scrape off excess material using a straight edge. Do not press down or "float" the patch. Where patches occur at panel edges or corners, form mortar to match the profile of the surrounding concrete. In all cases, finish patch so that it is as indistinguishable as possible from the adjacent concrete.
 6. Lightly mist the patch with clean water to wet the entire surface of the finished patch for approximately 72 hours after installation.
 7. Unacceptable patches are those with hairline cracks or that show separation from stone at edges, and those that do not match adjoining concrete in color or texture. Remove patches and refill to provide patches free of these defects.
 8. Keep adjacent concrete and masonry surfaces clean and free of mortar.
- E. Application (Portland-cement based system):
1. For deep patches more than 1 ½ inches deep, add an armature of pins and wires to strengthen patch and prevent falling spalls.
 2. Moisten surface of patch and apply a scrub coat of Portland cement paste.
 3. Trowel on patch mix in layers not to exceed ¾ inches. Add successive layers once previous layer has started to harden but is still plastic, thumbprint hard.
 4. Build out final layer 1/16 to 1/8 inch beyond face to allow for shrinkage and tooling.
 5. While final layer is thumbprint hard, tool surface with burlap brushes to impart texture. While green, spray wash surface to wash off surface cements to expose aggregate.
 6. Cover patch for seven days with polyethylene and moist cure.

3.3 SMALL CRACK REPAIR IN CONCRETE (PRE-MANUFACTURED SYSTEM)

A. Workmanship:

1. Grout workmanship should comply with all applicable recommendations of the Manufacturer's written specifications and requirements.
2. Do not add any bonding agents, accelerators, or retarders to the grout.
3. Discard all grout that has hardened or exceeded its allowable pot life after mixing.
4. Provide separate, clearly labeled containers for discarded grout and remove material from the staging area as soon as practical.

B. Preparation:

1. All patches shall match profile of existing adjacent concrete.
2. At areas to receive patches, remove all loose mortar, patches, and damaged unsound concrete. Cut away an additional 1/2" of the substrate to ensure the surface to be patched is solid and stable. "Sound" masonry with hammer to verify its integrity. Remove all sealant/caulk residue if present. Cut pocket into concrete so that it flares wider as it deepens. The flaring shall not exceed 1/2" wider at back than face. In all cases do not leave thin slivers of concrete at surface. Roughen surface to provide key for patch material.

C. Mixing:

1. It is recommended that safety goggles, gloves, and a dust mask be worn for protection. Do not mix more material than can be used within approximately 30 minutes. Discard any mixed material that has been unused for 30 minutes or more.
2. Jahn M30:
 - a. The mixing ratio is approximately 2 to 5 parts powder to 1 part water by volume.
 - b. Mix mechanically using a high-speed drill (3,000 RPM or higher) equipped with a Jiffler-type mixing paddle.
 - c. After mixing, the mortar should be poured into another clean container using a sieve.
 - d. Continued agitation is necessary if the mortar is allowed to sit prior to use.
3. Jahn M40:
 - a. The mixing ratio is approximately 2 to 2 1/2 parts powder to 1 part water by volume.
 - b. Mix manually or mechanically, using a slow speed drill (400-600 RPM) equipped with a Jiffler-type mixing paddle.
 - c. The material should be mixed for a minimum of three minutes, with continued agitation should the product be allowed to sit prior to use.

D. Application:

1. Moisten the substrate using clean water. Patching material should be applied to a glistening wet surface for vertical applications and to a dampened surface on horizontal applications (with no pooling water.) If the surface dries before application of repair mortar rewet surface.

2. For horizontal surfaces apply patching mortar formulated specifically for horizontal surfaces flush to the surface and finish to a tight, steel troweled finish.
3. For vertical surfaces apply patching mortar formulated specifically for vertical use in a series of lifts that extend past the finished face. If a cement skin forms between lifts, scrape off approximately 1/16" of mortar; dampen the first layer before applying the second layer. Use light pressure during the applications. Work mortar firmly into the surface of the concrete, including corners.
4. Build up patching material so that it is slightly above adjacent concrete surface.
5. Allow 15-30 minutes to set slightly then scrape off excess material using a straight edge. Do not press down or "float" the patch. Where patches occur at panel edges or corners, form mortar to match the profile of the surrounding concrete. In all cases, finish patch so that it is as indistinguishable as possible from the adjacent concrete.
6. Lightly mist the patch with clean water to wet the entire surface of the finished patch for approximately 72 hours after installation.
7. Unacceptable patches are those with hairline cracks or that show separation from stone at edges, and those that do not match adjoining concrete in color or texture. Remove patches and refill to provide patches free of these defects.
8. Keep adjacent concrete and masonry surfaces clean and free of mortar.

E. Finishing:

1. Broadcast washed sand to match existing mix sand onto surface and allow to cure.

F. Clean Up:

1. Remove uncured mortar from substrate before it dries using clean water and a rubber sponge. Cured mortar may only be removed chemically or mechanically.
2. Remove uncured mortar from tools and equipment with water as soon as possible. Cured material may only be removed chemically or mechanically.

3.4 LARGE CRACK REPAIR IN CONCRETE (DRY PACKED PORTLAND CEMENT BASED SYSTEM)

A. Application:

1. Mix packing mortar with just enough water to make a ball of mortar that holds its shape.
2. Shove mortar into joint and ram with stick that fits into joint to compact mortar.
3. Point last ¾ inch as a masonry joint and tool match texture of surrounding surface.

3.5 APPLICATION OF BREATHABLE MASONRY COATING

A. Application:

1. Surfaces must be clean, dry and absorbent. Correct the causes of any moisture-related stains before applying coating.
2. Do not apply if temperatures are colder than 40 degrees F, or hotter than 95 degrees F.

3. Follow manufacturer's printed instructions for application.
4. Use roller, brush or airless sprayer to apply a smooth, uniform coating, 7 mils thick. Work from the top down. Brush out runs or drips. Back roll spray applications for proper adhesion and good coating performance. Let first coat dry for 24 hours, before applying second 4 mil thick coating.
5. Protect painted surface from rain for at least 6 hours.

-END OF SECTION 03700-

SECTION 04 50 00 – MASONRY REPAIRS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions, and relevant sections of these Specifications, apply to the work specified in this Section.

1.2 DESCRIPTION OF WORK

Masonry restoration work includes the following:

1. Cutting and repointing of existing brick, stone and cast stone masonry.
2. Replacement of broken or spalled brick masonry with new brick masonry to match.
3. Removal and re-setting of existing stone masonry entry stair slabs.
4. Removal and replacement of deteriorated cast stone masonry elements with new cast stone elements to match those removed.
5. Removal and replacement of rusted steel lintels with new hot-dip galvanized lintels of the same profile. Work to include new lead-coated copper flashing and removal and replacement of associated brick masonry.
6. At selected existing steel lintels to remain, scrape and remove corrosion, and apply a 90 percent zinc rich paint to protect the steel.
7. Removal of embedded steel elements from brick masonry. Work to include replacement of damaged brick masonry to match adjoining wall area.
8. Repointing of cracks in brick masonry.
9. Patching of cracks in stone masonry.
10. Cleaning of exterior brick, stone and cast stone masonry. Work to include removal of ferrous rust stains and normal soiling of selected masonry surfaces.
11. Partial disassembly and rebuilding of selected brick masonry wall areas.
12. Provide new thru-wall flashing below existing coping stones at one existing retaining wall.
13. Coordination of work of other trades.

1.3 RELATED SECTIONS

- C. SECTION 01 10 25 – Unit Prices
- D. Section 01 20 00 - ALTERNATES
- E. SECTION 03 70 00 – Concrete Repairs
- F. SECTION 04305 – Cast Stone Unit Fabrication & Installation
- G. SECTION 07 92 00 – Joint Sealants

1.3 REFERENCES

- A. Comply with the following standard material specifications:

ASTM C144 - Sand for Mortar and Grout

A S T M C 2 7 0 - M o r t a r a n d M o r t a r T e s t i n g f o r U n i t
M a s o n r y

B. All work shall be done in strict accordance with the recommendations set forth in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

1.4 QUALITY ASSURANCE

- A. Masonry Restoration Specialist: Work must be performed by a firm having not less than five (5) years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration processes and operations indicated.
- B. Comply with all referenced standards for the products employed.
- C. All work shall match approved sample panels. The Architect has the right to refuse any work that does not match a given sample panel and the Contractor shall be obligated to correct such work to the satisfaction of the Architect at no additional cost to the Owner.

1.5 SUBMITTALS AND SAMPLES

- A. Product Data: Submit manufacturers' technical data for each product indicated including recommendations for their application and use. Include test reports and certifications substantiating that products comply with requirements.
- B. Field-Constructed Mock-Ups: Prior to start of general masonry restoration, prepare separate cutting, repointing, rebuilding, and cleaning sample panels on building where directed by Architect. Mock-up panels to be 24" by 24". Notify Owner and Architect at least one week prior to beginning of work, so that they may be present. Obtain Architect's approval of visual qualities before proceeding with further work. Allow sufficient time for this review process. No additional work shall be performed without approval of field samples. Retain acceptable panels in undisturbed condition, suitably marked, during construction as a standard for judging completed work.
- C. Final mixes for mortars along with data sheets and test certificates for all materials employed in mortars.

1.6 SCAFFOLDING, STAGING AND HOISTING

- A. Scaffolding, staging, and hoisting shall be provided by the Masonry Contractor.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Protect mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- C. Restore any damage to site caused by storage, mixing or construction work.

1.8 PROJECT CONDITIONS

- A. Do not repoint mortar joints or repair masonry unless air temperatures are between 40°F (4°C) and 80°F (27°C) and will remain so for at least 48 hours after completion of work. During periods of questionable weather keep a log of work including air temperature and weather conditions, work started and completed per day and tests taken.
- B. Prevent grout or mortar used in repointing and repair work from staining face of surrounding masonry and other surfaces. Remove immediately grout and mortar in contact with exposed masonry and other surfaces.
- C. Protect sills, ledges and projections from mortar droppings.

PART 2 – PRODUCTS

2.1 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II as needed to match existing color.
- B. Hydrated Lime: ASTM C207, Type S
- C. Mortar aggregate: Natural sand selected to produce mortar color match after repointing and cleaning. Match size, texture and gradation of existing aggregate.
 - 1. For mortar and grout: ASTM C144, washed, to match surrounding in color where visible.
 - 2. For surface fill: Clean, fine sand free of salts.
- D. Water: Potable, clean, free of oils, acids, alkalis and organic matter.
- E. White or colored aggregates to achieve color selected by Architect, derived from natural sand or ground stone.

2.2 MORTAR MIXES

- A. Measurement and Mixing:
 - 1. Measure cementitious and aggregate material (sand) in a dry condition by volume or equivalent weight. Do not measure by shovel, use known measure. Mix materials in a clean mechanical batch mixer.
 - 2. Mixing Pointing Mortar: Thoroughly mix cementitious and aggregate materials (sands) together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix which will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 1 to 2 hours. Add remaining water in small portions until mortar of desired consistency is reached. Use mortar within 30 minutes of final mixing; do not re-temper or use partially hardened material.
- B. Do not use admixtures of any kind in mortar.

C. Mortar Proportions:

1. Repointing Mortar: 1 part Portland cement, 2 parts hydrated lime and 9 parts bulked sand.
2. Reconstruction Mortar: 1 part Portland cement, 1 part hydrated lime and 6 parts bulked sand.

D. Cleaner (for cleaning pointing mortar from masonry): Prosoco SureKlean Vana Trol.
Test at 8:1 dilution, and adjust according to test results.

E. Mortar colors shall be chosen to match cleaned stone and mortar surfaces. Chemically clean a 24" square area of wall at a location to be designated in the field by the Architect for use in color comparison.

2.3 REPLACEMENT BRICK

- A. Replacement brick shall be cleaned with Prosoco HD Restoration Cleaner 3:1 before being installed.
- B. Replacement Brick: match existing color, size and texture of existing brick masonry at each wall location to receive work.
- C. New brick to conform to ASTM C216, Grade SW, and be low absorption fired clay masonry units. Minimum strength to be 8,000 psi. Maximum water absorption is to be 8%.

2.4 MASONRY CLEANING

- A. Clean existing masonry at locations indicated on the drawings with masonry cleaners from Prosoco Inc., Diedrich Technologies, or EaCo Chem of New Castle, PA. Dilute chemical cleaning materials to the maximum extent possible which permits acceptable cleaning of masonry.
- B. Provide masonry cleaning products for the following applications. Prosoco products have been listed as examples only:
1. For all masonry materials, test this product first at all mock-up areas:
Enviro Clean BioWash or approved equal
 2. For cleaning of cast stone if BioWash is not successful:
(1st test) Light Duty Restoration Cleaner or approved equal
(2nd test) 766 Limestone & Masonry Pre-Wash + Limestone After-Wash or approved equal
 3. For cleaning of brick masonry:
(1st test) Light Duty Restoration Cleaner or approved equal
(2nd test) Enviro Clean Restoration Cleaner or approved equal
 4. For cleaning of algae, lichens, and mosses:
Enviro Clean BioWash or approved equal
 5. For cleaning of ferrous stains on brick (not for concrete or cast stone):
Sure Klean Ferrous Stain Remover or approved equal
 6. For cleaning of concrete:
(1st test) Light Duty Restoration Cleaner or approved equal
(2nd test) 766 Limestone & Masonry Pre-Wash + Limestone After-Wash or approved equal
 7. For cleaning of ferrous stains on concrete or cast stone:
(1st test) 766 Limestone & Masonry Pre-Wash + Limestone After-Wash or approved equal
(2nd test) 1047 Rust Stain Remover Liquid mixed with Marble Poultice, or approved equal

2.5 STEEL LINTELS

- A. Replacement steel lintels shall match profile of existing lintel and conform to ASTM A36. Lintels shall be hot-dipped galvanized and conform to ASTM A123.
- B. The new steel lintels shall be galvanized as follows:
 - 1. Galvanizing shall be required for all exterior lintels, relieving angles, and other exposed members.
 - 2. Galvanizing for steel within the building shall be 2.0 ounces per square foot minimum by hot-dip method.
 - 3. Galvanizing shall conform to ASTM A123 "Specification for Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars and Strips".
 - 4. All hot-dip galvanizing shall be done after fabrication.
 - 5. All hot-dipped galvanized material shall be stamped to indicate ASTM designation and ounces per square foot of zinc coating required by the specifications.
 - 6. All exterior steel exposed to the weather shall be hot-dip galvanized.
 - 7. A notarized affidavit shall be submitted to the Architect by the Contractor, certifying compliance to the specified galvanizing requirements.

2.6 LEAD-COATED COPPER FLASHING

- A. Provide 20 oz. lead-coated copper flashing at all new replacement steel lintels.
- B. Provide 20 oz. lead-coated copper flashing for new thru-wall flashing below existing coping stones at retaining wall to be partially disassembled and rebuilt at northwest corner of building.

2.7 COLD GALVANIZING COATING

- A. Cold galvanizing compound for existing steel lintels shall be Galvax by Alvin Products, Inc. or approved equal.

PART 3 - EXECUTION

3.1 REPOINTING OF EXISTING MASONRY TO REMAIN

- A. Aesthetic Effect: New and repointed joints must match existing, original, cleaned joints in width, depth, color, texture, shadow line and profile except as otherwise directed by Architect.
- B. Architect's Review: Do no repointing until Architect has reviewed and approved preparation work and samples in each area. Schedule work so as to minimize number of Architect's visits by having large areas ready for inspection.

C. Masonry shall be repointed in areas indicated on the Drawings. Rake out joints for repointing to a uniform depth to the deepest of the following criteria:

1. 2-1/2 times the width of the joint.
2. One and one-quarter inch minimum depth.
3. Until sound mortar is reached.

D. Remove mortar from masonry joints to provide reveals with square backs and expose masonry for contact with pointing mortar. Brush, vacuum or flush joints to remove dirt and loose debris. Do not spall or damage edges of masonry units or widen joints. Replace any masonry which becomes damaged at no additional cost to the Owner. Cut out old mortar by hand with chisel and mallet, unless otherwise indicated. Power-operated rotary hand saws and grinders will be permitted, but only after approval of a sample panel and demonstrated ability of operators to use tools without damage to masonry. Quality control program shall include provisions for supervising performance and preventing damage due to worker fatigue. The approved sample panel shall remain throughout the project and be used as the standard for all further cutting.

E. Joint Pointing: Rinse masonry joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that, at time of pointing, excess water has evaporated or run off, and joint surfaces are damp, but free of standing water.

1. Apply first lay of pointing mortar to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8" until a uniform depth is formed. Compact each layer and allow to become thumbprint-hard before applying next layer.
2. When mortar is thumbprint-hard, tool joints to match original appearance of joints (struck joints at brick masonry, tooled at cast stone) unless otherwise indicated. Remove excess mortar from edge of joint by brushing. Keep all joints recessed 1/16" to 1/8" from the face of stone masonry.
3. Cure mortar by maintaining in a damp condition for not less than 72 hours.
4. After pointing mortar has cured, clean with Prosoco Vana Trol to expose aggregate.
5. Repointing and joint profile shall match the original work and approved test panels.

3.2 REBUILDING OF MASONRY AND BACK-UP MASONRY

- A. Details, Pattern and Bond: Match original coursing and bond, with horizontal joints aligned. Offset all head joints by one-fourth brick length, minimum. Toothing into adjacent masonry at sides. Use storey poles and arch templates to assure correct details and coursing. Number stones and decorative elements prior to disassembly, and photograph. Provide Architect with a complete duplicate copy of the documentation of existing conditions prior to disassembly. Review this documentation with the Architect prior to disassembly.
- B. Remove all loose mortar and residue from surface of back-up masonry construction without disturbing, weakening or destabilizing the masonry. Employ a "pressure washer" where needed for cleaning and regulate the nozzle pressure to clean but not damage the surfaces. Nozzle pressure shall be in the range of 600 psi with a 15-degree fan at the tip.
- C. Identify and remove loose brick and stone units and re-set them with new mortar slushed into surrounding voids, re-stitching the masonry into a sound, unfragmented condition.

1. Locate damaged and/or loose stone and brick units to be removed. Pull unit(s) out of wall with a gentle rocking action, driving wedges into surrounding joints only as required to snap this joint off. Stones shall be removed one at a time; bricks may be removed up to 4 at a time.
 2. Set re-used stone units and new replacement brick units into wall in orientation and locations of existing damaged units. Pre-wet existing construction and fully butter all contact surfaces of new units during setting, striking mortar with a concave profile (at cast stone) and a struck joint (at brick masonry) at external surfaces, and with a ½" recess at internal surfaces to provide interlock for bonding subsequent work.
- D. Setting: Set units plumb, level and true to line insofar as surrounding masonry allows. Fill all joints completely to match existing details. Do not furrow bed joints. Butter ends of units with sufficient mortar to fill head joints. Rock closures into place with head joints thrown against two adjacent bricks in place. Fill backing joint by parging, grouting or shoving alone. Do not pound comers and jambs to fit stretcher units after they are set in position. If adjustments are required, move partially hardened mortar on exposed faces.

3.3 PARTIAL DISASSEMBLY & REASSEMBLY OF STONE SLABS AT MAIN ENTRY STAIRS AND PLATFORM

- A. Mark dismantling/ demolition lines and prepare to remove the existing designated stone elements, providing temporary support and protection to adjacent work to remain. Maintain existing structure in safe condition in accordance with Section 02 21 00 – Shoring, Bracing and Support.
- B. Evaluate each piece of finished stonework in place and determine the best, most gentle method(s) of removal for each unit. Locate and cut any anchors that are holding the units in place, providing support to the units while the anchors are being detached or cut so that the unit does not fall or shift. If any of the units are found to be “headered” or physically locked into the back-up construction, brace the unit and notify the Architect of the condition before continuing removal.
- C. Carefully remove designated stone units in proper sequence. If any of the back-up or adjacent construction becomes destabilized during the removal process, re-set all loose stonework that is beyond the dimensional limits of the removals. Meet all requirements of Section 02 21 00, Shoring, Bracing and Support.
- D. Following removal of the stone units, remove, identify and store all loose and/or detached fragments. Inspect, repair and modify stone units to be re-used as indicated on the drawings.
- E. Protect the interior of the existing structure from the external weather and from dust and debris caused by these operations. Provide weather protection as needed until the external envelope of the building is restored.

3.4 PREPARATION OF DRESSED STONE UNITS FOR RE-USE

- A. Document conditions of units before and during removal. The Contractor shall be responsible for replacement of any units that are irreparably damaged due to improper removal or handling and shall

replace such at no additional cost to the owner.

- B. Remove all ferrous inserts and connectors from units and patch remaining holes.

3.5 RESETTING OF LARGE STONE UNITS AND SLABS

A. Measurement and Preparation:

1. Clean contact surfaces of stones of all existing mortar or deleterious materials. Clean surfaces to expose stone below.
 2. Measure stones to establish existing geometry and for establishing proper relationship and orientation between stones when re-set. Proper relationship shall be such that all three principal axes of each stone are parallel with the respective principal axes of the mating stone. Orientation of stones shall be established for each unit so that the front and top direction is maintained constant between all interconnected units and to match the present orientations, and so that the pieces fit together like a puzzle and existing pins and holes align.
- B. Size and arrange plastic shims and on bearing surfaces. Shims shall be of proper size and shall provide for full and symmetrical bearing of reset stone to within 1/16" tolerance of the indicated geometries. Provide grout below shims if needed for proper height control- contractor shall be responsible for not damaging, twisting, bending or even wiggling of the stone units due to non-uniform support.
 - C. Following setting of stonework, point and/or flexibly seal the inter-stone joints as and where indicated on the Contract Drawings.
 - D. Work under this subsection shall only be done when the ambient air, material, and substrate temperatures are above 40 degrees F. by 9:00 AM and rising.

3.6 STEEL LINTELS

- A. Fabrication of steel replacement lintels shall match the size and profile of the existing lintel. The lintel shall be fabricated in conformance with ASTM A36.
- B. Provide 12 oz. lead-coated flashing for all new lintels. Lintel flashing to be formed from single sheets of material. Turn up inside face 2." Extend bottom edge 1/2" beyond bottom leg of steel lintel to form drip. Do not cut flashing short of outside edge of horizontal leg of lintel.

3.7 COLD GALVANIZING COATING

Carefully review MSDS and product label prior to use.

- A. Surface Preparation: At existing steel to receive cold galvanizing coating remove loose mill scale, loose rust, and loose paint per Specification SSPC-SP3, "Power Tool Cleaning." For best results, surfaces should be free from oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint and foreign matter.
- B. Mixing: Stir thoroughly until the zinc dust content is completely dispersed.

- C. Application Guidelines: Galvax may be applied by brush, spray, or roller. Airless spray is not recommended because of possible tip clogging. Thinning is not normally required. Allow 12 hours dry time between coats.

1. Steel: Apply one coat to 2.5-3 mils dry film thickness.
2. New Galvanized Surfaces: Apply one coat to 2.5-3 mils dry film thickness.
3. Rusted Galvanized Surfaces: Apply a second coat to 2.5-3 mils dry film thickness, total system dry film thickness of 5- 6 mils.

3.8 THRU-WALL FLASHING

- A. Provide 20 oz. thru-wall flashing below reset coping stones at retaining wall at northwest corner of building. Set flashing in bed of mortar. Flashing should be deformed to provide mechanical key to resist movement of coping stones. All splices in flashing are to be soldered over their full length.

3.9 SANDBLAST CLEANING OF SECURITY SCREENS AND VENTILATOR GRILLES

- A. Remove designated steel security screens and cast iron ventilator screens off-site to be cleaned to SSPC-SP5 / NACE 1 White Metal Blast Cleaning standards. The surfaces shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides corrosion products and other foreign matter

3.10 POWER TOOL CLEANING OF STEEL WINDOW SASH & FRAME

- A. Use power tools such as power wire brushing, power sanding, power grinding, power tool chipping, and power tool de-scaling to remove all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. Clean to SSPC-SP3 Power Tool Cleaning standards.

3.11 NEW GRILLES & LOUVERS FOR UNIT VENTILATORS

- A. Provide new exterior ventilation louvers and anodized protective grilles to fit existing Nesbitt unit ventilator units. Color of louvers and protective grille is to be dark bronze, to match color of existing aluminum windows. Size is to be approximately 13-3/8" by 36." Field measure and verify sizes of each louver and grille location before ordering from manufacturer. Louvers to be vertical. Louvers are available from Da-Lor Service Co., Inc., P.O. Box 2067, 166 Ridgedale Avenue, Morristown, NJ 07960. Telephone is (973) 539-6966.

3.12 MASONRY CLEANING

- A. General: Comply with recommendations of manufacturers of chemical cleaners for protecting building surfaces against damage from exposure to their products. Masonry shall be cleaned prior to cutting and pointing.
- B. Protect persons, motor vehicles, surrounding surfaces of building whose masonry surfaces are being restored, building site, and surrounding buildings from injury resulting from masonry restoration work.
- C. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings and other surfaces which could be injured by such contact.
- D. Do not clean masonry when wind can blow cleaning solutions to unprotected surfaces.

- E. Dispose of runoff from cleaning operations by legal means and in manner which prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- F. Protect all roofing and non-masonry surfaces from damage.
- G. The Contractor is to provide a written plan for the protection of people and adjacent property including motor vehicles, buildings, fixtures and other components, which may be harmed by overspray or inadvertent coating with cleaning procedure materials, where applicable. Such protection should be afforded to painted surfaces, polished metal surfaces, glass surfaces, masonry surfaces, but not excluding other surfaces that may be harmed by the procedures.
- H. In addition, if regulations require collection and disposal systems or other procedures for the effluent from the cleaning operations, said procedures are to comply with the applicable provisions of local, state and federal regulations that are in effect at the time of the cleaning procedures. Submit a written plan for such compliance. The Contractor shall be responsible for the determination and acquisition of all permits required to carry out the work.
- I. General: Apply chemical cleaners in strict accordance to manufacturer's written instructions. Apply chemicals by brush application only. Do not allow chemicals to remain on surfaces for period longer than that specified by the manufacturer.
- J. Conduct field samples to determine mildest solution that will clean the masonry with vigorous scrubbing with a natural fiber tampico brush and appropriate dwell times. Thoroughly rinse all chemicals.
- K. Masonry Cleaning:
 - 1. Pre-wet the surface to be cleaned with clean, fresh water.
 - 2. Apply the appropriately diluted solution to the masonry surface using a brush or low-pressure spray.
 - 3. Let the cleaner stay on the surface 1-10 minutes, based on testing. Gentle scrub heavily soiled areas. Note: do not let EK2010 dry on the surface. If drying occurs, lightly wet surfaces with fresh water and reapply the cleaner in a gentle scrubbing manner.
 - 4. Rinse the surface with clean water.
 - 5. Repeat steps 1 through 4 if necessary on heavily soiled areas.
- L. Ferrous Stain Removal:

Before applying, read "Preparation" and "Safety Information" sections in the Manufacturer's Product Data Sheet for Ferrous Stain Remover. Use Ferrous Stain Remover in concentrate or dilute with up to 3 parts water. Refer to test area results for recommended dilution for intended use.

 - 1. Always pre-wet the masonry surface with clean water.
 - 2. Apply diluted cleaning solution directly to the masonry surface.

3. Let the cleaner stay on the surface for 3-5 minutes. Do not let it dry into the masonry between applications or before final rinse. If treated surfaces are left unattended, keep people away from the cleaner.
4. Reapply cleaner and rinse with fresh water. The best combination of rinsing pressure and water volume is provided by masonry washing equipment generating 400-1000 psi with a water flow rate of 6-8 gallons per minute delivered through a 15-45 degree fan spray tip. Equipment should be adjustable to reduce water flow rate and rinsing pressure as required for controlled cleaning of more sensitive surfaces. See also "Equipment" section of the Product Data Sheet. Thorough rinsing is important to get all residues off the surface. If pressure rinsing equipment is not available, rinse thoroughly with clean water. Brush the wall while rinsing.
5. Repeat steps as necessary to remove stains.

END OF SECTION 04500

SECTION 06 20 00 – EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions, and relevant sections of these Specifications, apply to the work specified in this Section.

1.2 SCOPE OF WORK

- A. Repair and replacement of designated exterior wood window trim, brick moulding at door frames, door frames, and louver vent frames in masonry openings.

Replace wood trim and mouldings:

1. Provide and install new replacement wood of dimensions to match existing
2. Back-prime all wood surfaces that will be concealed when installed.

1.3 QUALITY ASSURANCE

- A. Restoration Carpentry: Employ only workers with at least five (5) years documentable experience with use of materials and methods outline herein. Wood restoration specialist must have successfully completed a minimum of three (3) similar restoration projects.
- B. Standards:
1. Applicable and specified standards of “Quality Standards of the Architectural Woodwork Industry” published by the Architectural Woodwork Institute (AWI).

PART 2 - PRODUCTS

2.1 MATERIALS

- A. New wood trim: South American Mahogany, farm harvested FEQ (First European Quality) or better. Lumber shall be of sound stock, new, straight, of consistent size, free of stains and mildew, and kiln dried to a moisture content of not more than 12%. Where exposed or semi-exposed, wood members shall be selected for best possible appearance from the grade of stock specified.
- B. Fasteners for Exterior Finish Carpentry: Provide hot-dip galvanized steel nails only.

PART 3 - EXECUTION

3.1 GENERAL

- A. Surface preparation: The Contractor shall base his bid on the presence of lead-based paint. Following removal of existing paint, sand by hand, to feather the edge of remaining paint, so that the edge is not visible when finish coats of paint are applied. Containment, collection, and disposal of paint dust and chips shall conform to all Federal, State, and local requirements for handling and disposal. Workers and the public shall be protected in accordance with Federal, State and local requirements.
- B. Wood Restoration: Inspect and repair all existing deteriorated wood parts with consolidant and filler. Lightly sand all woodwork to assure good paint adhesion and smooth finish. Prime and paint woodwork. Where existing wood is too deteriorated for epoxy repair, provide and install wood replacement parts to match existing profiles.
- C. General Wood Repair Standards:
1. The following standards will serve as general guidelines for the conservation and repair process.
 2. Replace all finish elements in kind, matching profiles and actual dimensions of the stock and the methods of installation. Under no circumstances shall nominal sized lumber be substituted for any existing more fully-sized lumber. All exposed woodwork shall be South American mahogany.
 3. Prime and backprime all architectural and trim elements.
 4. Take measures to prevent chronic maintenance problems, such as allowing for good ventilation and air circulation, water shedding, etc.
 5. Finish carpentry shall be nailed, where practical, from the under or protected side. Where nailing is from the exposed side, countersink nails and fill nail holes after priming but before finish painting.
 6. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where required for alignment. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts.
 7. Standing and Running Trim: Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.

END OF SECTION 06 20 00

SECTION 06 20 00 – EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions, and relevant sections of these Specifications, apply to the work specified in this Section.

1.2 SCOPE OF WORK

- B. Repair and replacement of designated exterior wood window trim, brick moulding at door frames, door frames, and louver vent frames in masonry openings.

Replace wood trim and mouldings:

- 3. Provide and install new replacement wood of dimensions to match existing
- 4. Back-prime all wood surfaces that will be concealed when installed.

1.3 QUALITY ASSURANCE

- C. Restoration Carpentry: Employ only workers with at least five (5) years documentable experience with use of materials and methods outline herein. Wood restoration specialist must have successfully completed a minimum of three (3) similar restoration projects.
- D. Standards:
 - 2. Applicable and specified standards of “Quality Standards of the Architectural Woodwork Industry” published by the Architectural Woodwork Institute (AWI).

PART 2 - PRODUCTS

2.1 MATERIALS

- C. New wood trim: South American Mahogany, farm harvested FEQ (First European Quality) or better. Lumber shall be of sound stock, new, straight, of consistent size, free of stains and mildew, and kiln dried to a moisture content of not more than 12%. Where exposed or semi-exposed, wood members shall be selected for best possible appearance from the grade of stock specified.
- D. Fasteners for Exterior Finish Carpentry: Provide hot-dip galvanized steel nails only.

PART 3 - EXECUTION

3.1 GENERAL

- A. Surface preparation: The Contractor shall base his bid on the presence of lead-based paint. Following removal of existing paint, sand by hand, to feather the edge of remaining paint, so that the edge is not visible when finish coats of paint are applied. Containment, collection, and disposal of paint dust and

chips shall conform to all Federal, State, and local requirements for handling and disposal. Workers and the public shall be protected in accordance with Federal, State and local requirements.

- B. Wood Restoration: Inspect and repair all existing deteriorated wood parts with consolidant and filler. Lightly sand all woodwork to assure good paint adhesion and smooth finish. Prime and paint woodwork. Where existing wood is too deteriorated for epoxy repair, provide and install wood replacement parts to match existing profiles.

C. General Wood Repair Standards:

1. The following standards will serve as general guidelines for the conservation and repair process.
2. Replace all finish elements in kind, matching profiles and actual dimensions of the stock and the methods of installation. Under no circumstances shall nominal sized lumber be substituted for any existing more fully-sized lumber. All exposed woodwork shall be South American mahogany.
6. Prime and backprime all architectural and trim elements.
7. Take measures to prevent chronic maintenance problems, such as allowing for good ventilation and air circulation, water shedding, etc.
8. Finish carpentry shall be nailed, where practical, from the under or protected side. Where nailing is from the exposed side, countersink nails and fill nail holes after priming but before finish painting.
6. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where required for alignment. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts.
7. Standing and Running Trim: Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.

END OF SECTION 06 20 00

SECTION 09 91 00 - EXTERIOR PAINTING

GENERAL

SUMMARY

Provide exterior painting and surface preparation of the following:

1. Designated sheet metal window sills
2. Designated rusted steel window lintels
3. Selected wood door frames and brick mouldings
4. Wood attic louvers and frames
5. Steel security screens and mounting hardware
6. Cast iron ventilation grilles and mounting hardware
7. Steel ventilation grilles and mounting hardware
8. Steel pipe railings, handrails, and guardrails at main entry stairs and platform
9. Steel window sash, frame and sub-frame at boiler room
10. New surface-mounted electrical conduit along east (rear) elevation

SUBMITTALS

Product Data: Submit manufacturer's product data and installation instructions for each material and product used.

Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.

Include manufacturer's full range of color and finish options if additional selection is required.

Extra Stock: Submit 2 unopened gallons of each paint and color used in the project.

QUALITY ASSURANCE

Comply with governing codes and regulations. Provide products of acceptable manufacturers that have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

Regulations: Compliance with VOC and environmental regulations.

Mock-Ups: Provide mock-up as required to demonstrate quality of workmanship.

Provide 2 feet x 2 feet square mock-up, or 2 feet long mock-up section for each type of surface to be painted.

PRODUCTS

MATERIALS

Painting:

Manufacturers of Regular Paints: Benjamin Moore; Duron Paints & Wallcoverings; ICI Devco Coatings; PPG Architectural Finishes, Inc. - Pittsburgh Paints; Pratt & Lambert Paints; Sherwin-Williams; or approved equal.

Application: Repainting of existing surfaces.

Primary Coating Type: Low VOC exterior paints.

Non-Flat Paints: Less than 150 g/L.

Paints applied to Ferrous Metals: Less than 250 g/L.

Primary Paint Systems: Primer plus one finish coat on existing substrates.

Primary Paint Systems: Primer plus two finish coats on new substrates.

EXECUTION

INSTALLATION

Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.

Comply with manufacturer's instructions and recommendations for preparation, priming and coating work.
Coordinate with work of other sections.

At existing areas to be repainted, remove blistered or peeling paint to sound substrates. Remove chalk deposits and mildew and wash all surfaces with mild detergent. Perform related minor preparation including caulk and glazing compounds. Spot prime bare areas before priming and painting as specified.

Match approved mock-ups for color, texture, and pattern. Re-coat or remove and replace work that does not match or shows loss of adhesion. Clean up, touch up and protect work.

PAINT SCHEDULE (SHERWIN-WILLIAMS PRODUCTS SHOWN FOR REFERENCE ONLY)

Existing Sheet Metal Window Sills & Pipe Railings

Surface Preparation: Specification SSPC-SP3 "Power Tool Cleaning"

Gloss:

Semi- Gloss

System :

1 primer coat: Sherwin-Williams Kem Bond HS Primer

2 finish coats: Sherwin-Williams Acrolon 218 HS Polyurethane

Existing Rusted Steel Window Lintels

Surface Preparation: Specification SSPC-SP3 “Power Tool Cleaning”

Gloss:

Flat.

System:

1 primer coat: Galvax Cold Galvanizer by Alvin Products of Everett, MA, or other approved equal.

1 finish coat: Galvax Cold Galvanizer by Alvin Products of Everett, MA, or other approved equal.

Existing Wood Door Frames, Wood Brick Moulding, Wood Window Trim, and Wood Attic Louver Frames

Gloss:

Semi-Gloss

System:

1 primer coat: Sherwin Williams Exterior Oil-Base Wood Primer

2 finish coats: Sherwin Williams Duration Exterior Acrylic Latex Coating

Steel Security Screens, Ventilator Grilles, and Cast Iron Ventilation Grilles

Surface Preparation: Specification SSPC-SP6 “Commercial Blast Cleaning”

Gloss:

Semi-Gloss

System:

1 primer coat: Sherwin Williams Kem Bond HS Primer

2 finish coats: Sherwin Williams Acrolon 218 HS Polyurethane

New Galvanized Metal Electrical Conduit and Existing Electrical Conduit

Gloss:

Semi-Gloss

System:

1 primer coat of Sherwin Williams Kem Bond HS Primer

2 finish coats: Sherwin-Williams Sher-Cryl HPA

END OF SECTION 09 91 00

SECTION 16 00 00 - ELECTRICAL

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. The Conditions of the Contract and Division 1, General Requirements shall be part of this Section.
- B. Examine all Drawings and all other Sections of the Specifications for requirements affecting the work of this Section.

1.2 SCOPE OF WORK

- A. The scope of work consists of the removal of surface-mounted, exterior electrical lighting conduit along the east (rear) wall and its replacement with new hot-dip galvanized conduit and wiring.
- B. Electrical work shall include, but not be limited to, the following systems:
 - 1. Miscellaneous materials to ensure complete installation
 - 2. Wireways and pullboxes

3. Wire and cable systems
4. All grounding required by the National Electrical Code
5. Testing

1.3 RELATED WORK

- A. The following work is not included in this Section and is to be performed under the designated Sections:
 1. Painting (except for factory finished items) specified under Section "Painting".

1.4 REFERENCE

- A. Installation shall comply with the latest revisions of the National Electrical Code and with all prevailing federal, state, and local codes.
- B. All material and equipment shall be Underwriters' Laboratories, Inc. listed, where a standard has been established.
- C. Unless otherwise specified, all work shall be manufactured, tested and installed in accordance with the latest editions of applicable publications and standards of the following organizations:
 1. American Society of Testing and Material (ASTM).
 2. Underwriters' Laboratories, Inc. (UL)
 3. Insulated Power Cable Engineers Associates (IPCEA).
 4. National Electrical Manufacturers Associates (NEMA).
 5. Institute of Electrical and Electronic Engineers (IEEE).
 6. American National Standards Institute (ANSI).
 7. National Fire Protection Association (NFPA).
 8. National Electrical Code (NEC).
 9. Massachusetts Electrical Code (MEC).
 10. Americans with Disabilities Act (ADA), Public Law 101-336.
 11. Commonwealth of Massachusetts State Building Code (SBC).
 12. Insulated Cable Engineers Association.

1.5 SUBMITTALS

- A. Submit complete Product Data Sheets in accordance with the provisions of the GENERAL CONDITIONS AND SPECIAL CONDITIONS.
- B. Data sheets shall include - but are not necessarily limited to - the following items:
 13. Wires, cables and raceways
 14. Conduit
 15. Anchoring systems
 16. Test results
 17. Guarantee

1.6 GUARANTEE

- A. All material, items of equipment and workmanship furnished under this Section shall carry for this standard warranty against all defects in material and workmanship. Any fault due to detective or improper material, equipment workmanship or design which may develop shall be made good forthwith, by and at the expense of the Electrical Contractor, including all other damage done to areas, materials and other systems resulting from this failure.

- B. Electrical Contractor shall guarantee that all elements of the systems are of sufficient capacity to meet the specified performance requirements as set forth herein or as indicated.
- C. Upon receipt of notice from the Owner indicating failure of any part of the systems or equipment during the guarantee period, the affected part or parts shall be replaced by the Electrical Contractor at no cost to the Owner.
- D. Furnish, before the final payment is made, a written guarantee covering the above requirements for a period of one year.

1.7 WORKMANSHIP

- A. The entire work provided in this Specification shall be constructed and finished in every respect in a workmanlike and substantial manner. Equipment shall be securely installed plumb and/or level. No electrical equipment shall be supported by work of other trades.

1.8 PROTECTION

- A. This Contractor shall be responsible for the electrical work and equipment until finally inspected, tested and accepted. Carefully store materials and equipment, which are not immediately installed after delivery to site.

1.9 DELIVERY/STORAGE

- A. The Electrical Contractor shall be responsible for all materials delivered to the site in connection with the work and pay all charges for cartage, scaffolds, planking, rigging, and erecting. Take every precaution necessary to protect equipment and installation. All equipment shall be stored in a clean, dry place to preserve the quality of materials being use. Equipment and/or materials damaged during construction shall be replaced at no additional cost to the Owner.
- B. All materials and equipment required by this Specification shall be new, clean and free from defects at the time of installation. The Manufacturer's and Underwriter' label shall appear on all material and equipment, unless otherwise approved in writing by the Owner.

1.10 FIELD MEASUREMENTS

- A. The Electrical Contractor shall verify, in the field, all measurements necessary for the work and shall assume responsibility for their accuracy.

1.11 PERMITS, LAWS, ORDINANCES AND CODES

- A. The Electrical Contractor shall give all necessary notices, obtain all permits, and pay all taxes, fees, and other costs in connection with his work; file all necessary plans, prepare all necessary documents and obtain all necessary approvals of state authorities, all local town, city, or county departments having jurisdiction; obtain all required certificates of inspection for his work.
- B. The Electrical Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, or drawings in addition to Contract Drawings and Documents, in order to comply with all applicable laws, ordinances, rules, and regulations whether or not shown on the Drawings and/or specified.

1.12 DAMAGE TO OTHER WORK

- A. Each Contractor shall be held responsible for and shall pay for all damage to other work caused by his work or workmen.
- B. Repairing of such damage shall be done by the General Contractor or Contractors who installed the work, and so directed by the Engineer.

1.13 NEUTRAL WIRING

- A. For 120-volt branch circuit wiring to receptacles, common neutrals shall not be permitted.
- B. Individual neutral conductors shall be installed within the raceways and be run with the branch circuit.
- C. Conductors utilized for neutral wiring shall have type "TW" or better insulation, color coded white.

PART 2 - PRODUCTS

2.1 GENERAL

All materials and equipment necessary to make the installation complete in every detail shall be furnished and installed under this Contract, whether or not specifically indicated on the Drawings or specified herein. All materials and equipment shall be new.

It is the intent of the Specifications that one manufacturer be selected, not a combination, for any particular classification of material; for example, all wire of one manufacturer, all switches of one manufacturer, etc., except specific material classifications in which delivery time becomes a problem.

2.2 PULL BOXES, WIREWAYS AND CHANNELS

Pull boxes shall be code gauge galvanized steel with screw covers to match. Pull boxes and wireways shall be as shown on Drawings and/or as required by NEC and/or job conditions, with steel barriers separating systems.

Wireways shall be galvanized steel, manufactured standard sections and fittings, with combination hinged and screw covers.

2.3 RACEWAYS

Electric metallic tubing (EMT) shall be electrogalvanized or sheradized steel. EMT shall be used in all exposed areas which are not subject to physical abuse. Couplings and connectors for electrical metallic tubing shall be galvanized steel set-screw. Tubing shall be as manufactured by Pyle National, Allied Tube and Conduit Corp., Wheatland Tube Company, or equal.

Galvanized Rigid Steel Conduit (GRC) shall be made of zinc coated steel. GRC conduit shall be installed as shown on the Drawings, as specified, and in all areas subject to physical abuse.

2.4 WIRE AND CABLE

Wiring shall be minimum of #12 AWG solid.

Non-metallic conduit, type NMC/Romex shall not be used.

Wire installed in conduit shall be Type THWN-THHN building wire, 600V, rated for 75°C in wet locations and 90°C in dry locations.

All wire and cable shall be copper; no aluminum is permitted.

Wire and cable shall be manufactured by Phelps Dodge Copper Products Corp., General Cable Co., Triangle Conduit and Cable Co., or equal.

PART 3 – EXECUTION

3.1 DEMOLITION, RELOCATION AND REMOVAL OF EXISTING WIRING

- A. The Electrical Contractor shall provide all electrical demolition, relocation of circuits, and removal of existing wiring necessary for the electrical work.
- B. Outlets that are existing for use as lighting or receptacles may be used as junction boxes for the re-wiring of the building if necessary.

3.2 SPECIAL COORDINATION INSTRUCTIONS

- A. Coordination with work of other trades is required. The following special instructions shall also be carefully noted:

1. All miscellaneous hardware and support accessories, including support rods, nuts, bolts, screws, and other such items, shall be of a hot-dip galvanized finish.
2. The Electrical Contractor shall provide all materials, equipment, and workmanship to provide for adequate protection of all electrical equipment during the course of construction of the project.

3.3 INSTALLATION OF WIRING AND CONDUIT

- A. All exterior conduits shall be installed surface mounted.
- B. Unless otherwise indicated, all wiring shall be 2-#12 and 1-#12 ground, 1/2"C.
- C. Conduit ends shall be cut square, threaded, and reamed to remove burrs and sharp edges. Offsets and bends for changes in elevation of exposed conduit runs shall be made at walls or beams and not in open spaces between walls or beams. Conduits shall be routed so as not to interfere with the operation or maintenance of any equipment. The entire job shall be done in a neat and workmanlike manner, as approved by the Architect.
- D. Conduits entering building through concrete walls shall be sealed with Link-Seal modular EPDM seal elements with Century line sleeves, typical for all conduit penetrations.
- E. Exposed conduits shall be run parallel to, or at right angles to, the walls of the building, and all bends shall be made with standard conduit ells or conduits bent to - not less than - the same radius.
- F. Conduits shall be supported on approved type galvanized wall brackets, ceiling trapeze, strap hangers, or pipe straps, secured by means of toggle bolts on hollow masonry units or expansion bolts in concrete or brick.
- G. In general, no splices or joints will be permitted in either feeder or branches except at outlets or accessible junction boxes.
- H. All splices in wire #8 AWG and smaller shall be standard pigtail, made mechanically tight and insulated with proper thickness of insulating tape. Wire splicing nuts as manufactured by Minnesota Mining and Manufacturing Company (Scotch Lock) or Ideal wire nuts may be used, subject to the local wire inspector.
- I. Wire #6 and larger shall be connected to panels and apparatus by means of approved lugs or connectors. Connectors shall be solderless type, sufficiently large to enclose all strands of the conductor and securely fastened.
- J. Provide all required branch circuit wiring for electrical devices and lighting fixtures. Designations shown on Drawings are diagrammatic only. Circuit numbers beside receptacles and lighting fixtures convey that a complete branch circuit is required back to electrical panelboard. Switch control letters adjacent to lighting fixtures indicate branch wiring required from lighting fixture to light switch or dimmer.

3.4 COLOR CODING

- A. Provide color coding for secondary service, feeders, and branch circuits as follows:

<u>PHASE</u>	<u>COLOR</u>
120/208V, 3-phase, 4-wire, wye:	
A	Black
B	Red
C	Blue
Neutral	White
Equipment Ground	Green
120/240V, 1-phase, 3-wire, wye:	
A	Black w/stripe
B	Red w/stripe
Neutral	White w/stripe

Ground

Green w/stripe

- B. Make connections to terminals from left to right arranged Phase A, B, and C.
- C. Provide same color coding for switch legs as corresponding phase conductor. Provide colored plastic tape of specified color code identification for large size conductors available only in black.

3.5 TESTS

- A. Furnish all labor, material, instruments, supplies, and services and bear all costs for the accomplishment of tests herein specified. Correct all defects appearing under test. Repeat the tests until no defects are disclosed. Leave the equipment clean and ready for use.
- B. The Electrical Contractor shall perform any test other than herein specified which may be specified by legal authorities or by agencies to whose requirements this work is to conform.

3.6 FINAL INSPECTION AND TEST

- A. Prior to test, feeders and branches shall be continuous from service contact point to each outlet; all panels, feeders, and devices connected and fuses in place. Test system free from short circuits and grounds with insulation resistances not less than outlines in the National Electrical Code. Provide testing equipment necessary and conduct test in presence of the Owner's authorized representative.
- B. The final inspection and test shall include the following:
 - 1. Testing of the impedance of the grounding system.
 - 2. Testing of branch and feeder conductors for continuity.

END OF SECTION 16 00 00